

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1361968-0

Total Deleted Page(s) = 67

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Page 8 ~ Duplicate;
Page 93 ~ Duplicate;
Page 94 ~ Duplicate;
Page 106 ~ b6; b7C;
Page 107 ~ b6; b7C;
Page 147 ~ b6; b7C; b7D;
Page 148 ~ b6; b7C; b7D;
Page 150 ~ b6; b7C;
Page 152 ~ Referral/Direct;
Page 153 ~ Referral/Direct;
Page 154 ~ Referral/Direct;
Page 155 ~ Referral/Direct;
Page 156 ~ Referral/Direct;
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Page 181 ~ b6; b7C; b7D;
Page 182 ~ b6; b7C; b7D;
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Page 185 ~ b6; b7C; b7D;
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Page 191 ~ b6; b7C; b7D;
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Memorandum



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b7C

ESP

CLASS

REC

To :

DIRECTOR, FBI
(ATTN: ROOM 4371)

Date 2/28/89

From

SAC, WMFO (161A- 19411) (P)

Subject :

JOHN GOODWIN TOWER

SPIN

BUDED: PAST

RE: FBIHQ facsimile dated 2/27/89.

Enclosed for FBIHQ is one copy of an FD-302 for interview of
JOHN G. TOWER on 2/27/89.

1- ENCLOSURE

161-70463-376

7 APR 25 1989

① FBIHQ

1- WMFO - 161A-19411

6/4/89

Memorandum

b6
b7c



To : DIRECTOR, FBI
(ATTN: [REDACTED] ROOM 4371)

Date 2/10/89

From: SAC, WMFO (161 A - 19411 (P)

Subject : JOHN GOODWIN TOWER

SPIN

BUDED: PAST

RE: WMFO routing slip dated 2/10/89

Enclosed for FBIHQ is one FD-302 for investigation conducted at the Office of Public Records, Office of the Clerk, UNITED STATES SENATE in an effort to verify allegations of a loan to TOWER from [REDACTED] in the amount of \$250,000. ✓

It is noted that, during an inquiry at the FEDERAL ELECTIONS COMMISSION, WMFO was advised by the official in charge of records that news personnel from two major networks were at FEC on 2/9/89 and obtained much the same information as is contained in the enclosed FD-302.

Leads resulting from the enclosed information are left to the discretion of FBIHQ.

SPECIAL DELIVERY

FEB 11 10 11 AM '89

RECEIVED

5- ENCLOSURE

161-20103-377

APR 27 1989

1-FBIHQ

1-WMFO 161A-19411

6/Jan



161-20403-377
ENCLOSURE

FEDERAL BUREAU OF INVESTIGATION

2/10/89

Date of transcription

1

[redacted] Office of Public Records,
Office of the Clerk, United States Senate, Washington, D.C.,
furnished the interviewing agents with a copy of each of the
following documents:

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b7c

Rules 41 through 44 of the Standing Rules of the
Senate.

Copies of Statement of Contribution and Honorariums in
compliance with Senate Rules 42 and 44 filed by JOHN G. TOWER for
years 1968 through 1977.

One copy of Public Law 92-225, Federal Election
Campaign Act of 1971.

One copy of Registration Form and Statement of
Organization for Political Committees filed by "Friends of John
Tower", P.O. Box 1972, Austin, Texas, dated 4/14/72.

One copy of Receipts and Expenditures Report of
Committees filed by "Friends of John Tower", P.O. Box 1972,
Austin, Texas, filed for 2/4/72 at the Office of the Secretary of
the Senate.

[redacted] advised that Rule 44, Standing Rules of
the Senate (see attached), required that each Senator or
candidate for the Senate shall make a report before May 15 of
each year to the United States Senate which report contains a
listing of all contributions received by the candidate the
previous year over \$50.00 and also contains the amount and the
source for all honorariums of \$300.00 or more which he received
the previous year. [redacted] stated that her office has copies of
these forms submitted by the candidates. However, she is certain
that the other documents filed in connection with Rules 42
through 44 have all been destroyed and are totally unavailable
for review.

Investigation on 2/9/89 at Washington, D.C. File # WMFO 191A-19411
by SA [redacted] and RPC:anc Date dictated 2/10/89

Continuation of FD-302 of _____, On 2/9/89, Page 2

A search by the interviewing agents of microfilm copies of filings by JOHN G. TOWER under Rule 44 for the years 1968 through 1977 revealed no contributions or honorariums in the amount of \$250,000.00 or any figure close to that amount. *

_____ advised that Public Law 92-225 Federal Election Campaign Act of 1971 (Section 304a and b) went into effect April 7, 1972. This Act replaced Senate Rule 44 because of its strict requirements on reporting of campaign finances. Section 304a and b requires that the candidates' campaign committees file reports on the tenth day of March, June and September each year and on the fifteenth and fifth day prior to an election and on the thirty-first day of January following the election. This report must contain a listing of any loan to or from any person in any amount in excess of \$100.00. The report must also contain a listing of each contribution or receipt in excess of \$100.00 along with the identity of the contributor. _____ repeated, however, that the Act and its requirements took effect 4/7/72.

A review of all available records filed with the Clerk of the Senate concerning campaign financing by JOHN TOWER and any committee working on his behalf for the years 1971 and 1972 revealed no listed contribution or loan in the amount of \$250,00.00 or any similar amount. In addition, these reports fail to list the name of _____ anywhere as a source of a loan. However, a review of a "Registration Form and Statement of Organization for Political Committees" as well as a "Receipts and Expenditures Report of Committees", both filed by "Friends of JOHN TOWER reveals that that committee had \$252,114.64 on hand when the Public Law 92-225 took effect on April 7, 1972. A review of the information contained on these two forms (copies attached) reveals that this same amount, \$252,114.65, was loaned on April 13, 1972 from that committee to "Texans for Tower", TOWER's principle campaign committee and the parent organization of "Friends of John Tower". The source of these funds cannot be determined based upon a review of the forms filed since no prior filings were necessary because the Federal Election Campaign Act of 1971 only took effect April 7, 1972. A further review of these forms revealed that _____ of "Friends of John Tower" was identified as _____ Austin, Texas. _____ of that committee was identified as _____ Austin, Texas. _____ of that committee was identified as _____ Austin, Texas. _____

93d Congress }
2d Session }

COMMITTEE PRINT

RULES 41 THROUGH 44
OF THE
STANDING RULES OF THE SENATE

SELECT COMMITTEE ON STANDARDS
AND CONDUCT

UNITED STATES SENATE



JULY 1, 1974

Printed for the use of the
Select Committee on Standards and Conduct

U.S. GOVERNMENT PRINTING OFFICE

WASHINGTON : 1974

35-756

Preamble to Senate Resolution 266, 90th Congress, 2d Session

Resolved, It is declared to be the policy of the Senate that—

(a) The ideal concept of public office, expressed by the words, "A public office is a public trust", signifies that the officer has been entrusted with public power by the people; that the officer holds this power in trust to be used only for their benefit and never for the benefit of himself or of a few; and that the officer must never conduct his own affairs so as to infringe on the public interest. All official conduct of Members of the Senate should be guided by this paramount concept of public office.

(b) These rules, as the written expression of certain standards of conduct, complement the body of unwritten but generally accepted standards that continue to apply to the Senate.

Rule 41

Outside Business or Professional Activity or Employment by Officers or Employees

1. No officer or employee whose salary is paid by the Senate may engage in any business or professional activity or employment for compensation unless—

(a) the activity or employment is not inconsistent nor in conflict with the conscientious performance of his official duties; and

(b) he has reported in writing when this rule takes effect or when his office or employment starts and on the 15th day of May in each year thereafter the nature of any personal service activity or employment to his supervisor. The supervisor shall then, in the discharge of his duties, take such action as he considers necessary for the avoidance of conflict of interest or interference with duties to the Senate.

2. For the purpose of this rule—

(a) a Senator or the Vice President is the supervisor of his administrative, clerical, or other assistants;

(b) a Senator who is the chairman of a committee is the supervisor of the professional, clerical, or other assistants to the committee except that minority staff members shall be under the supervision of the ranking minority Senator on the committee;

(c) a Senator who is a chairman of a subcommittee which has its own staff and financial authorization is the supervisor of the professional, clerical, or other assistants to the subcommittee except that minority staff members shall be under the supervision of the ranking minority Senator on the subcommittee;

(d) the President pro tempore is the supervisor of the Secretary of the Senate, Sergeant at Arms and Doorkeeper, the Chaplain, and the employees of the Office of the Legislative Counsel;

(e) the Secretary of the Senate is the supervisor of the employees of his office;

(f) the Sergeant at Arms and Doorkeeper is the supervisor of the employees of his office;

(g) the Majority and Minority Leaders and the Majority and Minority Whips are the supervisors of the research, clerical, or other assistants assigned to their respective offices;

(h) the Majority Leader is the supervisor of the Secretary for the Majority. The Secretary for the Majority is the supervisor of the employees of his office; and

(i) the Minority Leader is the supervisor of the Secretary for the Minority. The Secretary for the Minority is the supervisor of the employees of his office.

3. This rule shall take effect ninety days after adoption.

Rule 42

Contributions

1. A Senator or person who has declared or otherwise made known his intention to seek nomination or election, or who has filed papers or petitions for nomination or election, or on whose behalf a declaration or nominating paper or petition has been made or filed, or who has otherwise, directly or indirectly, manifested his intention to seek nomination or election, pursuant to State law, to the office of United States Senator, may accept a contribution from—

(a) a fundraising event organized and held primarily in his behalf, provided—

(1) he has expressly given his approval of the fundraising event to the sponsors before any funds were raised; and

(2) he receives a complete and accurate accounting of the source, amounts, and disposition of the funds raised; or

(b) an individual or an organization, provided the Senator makes a complete and accurate accounting of the source, amount, and disposition of the funds received; or

(c) his political party when such contributions were from a fundraising event sponsored by his party, without giving his express approval for such fundraising event when such fundraising event is for the purpose of providing contributions for candidates of his party and such contributions are reported by the Senator or candidate for Senator as provided in paragraph (b).

2. The Senator may use the contribution only to influence his nomination for election, or his election, and shall not use, directly or indirectly, any part of any contribution for any other purpose, except as otherwise provided herein.

3. Nothing in this rule shall preclude the use of contributions to defray expenses for travel to and from each Senator's home State; for printing and other expenses in connection with the mailing of speeches, newsletters, and reports to a Senator's constituents; for expenses of radio, television, and news media methods of reporting to a Senator's constituents; for telephone, telegraph, postage, and stationery expenses in excess of allowance; and for newspaper subscriptions from his home State.

4. All gifts in the aggregate amount or value of \$50 or more received by a Senator from any single source during a year, except a gift from his spouse, child, or parent, and except a contribution under sections 1 and 2, shall be reported under rule 44.

5. This rule shall take effect ninety days after adoption.

Rule 43

Political Fund Activity by Officers and Employees

1. No officer or employee whose salary is paid by the Senate may receive, solicit, be the custodian of, or distribute any funds in connection with any campaign for the nomination for election, or the election of any individual to be a Member of the Senate or to any other Federal office. This prohibition does not apply to any assistant to a Senator who has been designated by that Senator to perform any of the functions described in the first sentence of this paragraph and who is compensated at a rate in excess of \$10,000 per annum if such designation has been made in writing and filed with the Secretary of the Senate. The Secretary of the Senate shall make the designation available for public inspection.

2. This rule shall take effect sixty days after adoption.

Rule 44

Disclosure of Financial Interests

1. Each Senator or person who has declared or otherwise made known his intention to seek nomination or election, or who has filed papers or petitions for nomination or election, or on whose behalf a declaration or nominating paper or petition has been made or filed, or who has otherwise, directly or indirectly, manifested his intention to seek nomination or election, pursuant to State law, to the office of United States Senator, and each officer or employee of the Senate who is compensated at a rate in excess of \$15,000 a year, shall file with the Comptroller General of the United States, in a sealed envelope marked "Confidential Personal Financial Disclosure of _____", before the

(Name)
15th day of May in each year, the following reports of his personal financial interests:

(a) a copy of the returns of taxes, declarations, statements, or other documents which he, or he and his spouse jointly, made for the preceding year in compliance with the income tax provisions of the Internal Revenue Code;

(b) the amount or value and source of each fee or compensation of \$1,000 or more received by him during the preceding year from a client;

(c) the name and address of each business or professional corporation, firm, or enterprise in which he was an officer, director, partner, proprietor, or employee who received compensation during the preceding year and the amount of such compensation;

(d) the identity of each interest in real or personal property having a value of \$10,000 or more which he owned at any time during the preceding year;

(e) the identity of each trust or other fiduciary relation in which he held a beneficial interest having a value of \$10,000 or more, and the identity if known of each interest of the trust or other fiduciary relation in real or personal property in which the Senator, officer, or employee held a beneficial interest having a value of \$10,000 or more, at any time during the preceding year. If he cannot obtain the identity of the fiduciary interests, the Senator, officer, or employee shall request the fiduciary to report that information to the Comptroller General in the same manner that reports are filed under this rule:

(f) the identity of each liability of \$5,000 or more owed by him, or by him and his spouse jointly, at any time during the preceding year; and

(g) the source and value of all gifts in the aggregate amount or value of \$50 or more from any single source received by him during the preceding year.

2. Except as otherwise provided by this section, all papers filed under section 1 of this rule shall be kept by the Comptroller General for not less than seven years, and while so kept shall remain sealed. Upon receipt of a resolution of the Select Committee on Standards and Conduct, adopted by a recorded majority vote of the full committee, requesting the transmission to the committee of any of the reports filed by any individual under section 1 of this rule, the Comptroller General shall transmit to the committee the envelopes containing such reports. Within a reasonable time after such recorded vote has been taken, the individual concerned shall be informed of the vote to examine and audit, and shall be advised of the nature and scope of such examination. When any sealed envelope containing any such report is received by the committee, such envelope may be opened and the contents thereof may be examined only by members of the committee in executive session. If, upon such examination the committee determines that further consideration by the committee is warranted and is within the jurisdiction of the committee, it may make the contents of any such envelope available for any use by any member of the committee, or any member of the staff of the committee, which is required for the discharge of his official duties. The committee may receive the papers as evidence, after giving to the individual concerned due notice and opportunity for hearing in a closed session. The Comptroller General shall report to the Select Committee on Standards and Conduct not later than the 1st day of June in each year the names of Senators, officers, and employees who have filed a report. Any paper which has been filed with the Comptroller General for longer than seven years, in accordance with the provisions of this section, shall be returned to the individual concerned or his legal representative. In the event of the death or termination of service of a Member of the Senate, an officer or employee, such papers shall be returned unopened to such individual, or to the surviving spouse or legal representative of such individual within one year of such death or termination of service.

3. Each Senator or person who has declared or otherwise made known his intention to seek nomination or election, or who has filed papers or petitions for nomination or election, or on whose behalf a declaration or nominating paper or petition has been made or filed, or who has otherwise, directly or indirectly, manifested his intention to seek nomination or election, pursuant to State law, to the office of United States Senator, and each officer or employee of the Senate who is compensated at a rate in excess of \$15,000 a year, shall file with the Secretary of the Senate, before the 15th day of May in each year, the following reports of his personal financial interests:

(a) the accounting required by rule 42 for all contributions received by him during the preceding year, except that contributions in the aggregate amount or value of less than \$50 received from any single source during the reporting period may be totaled without further itemization; and

(b) the amount or value and source of each honorarium of \$300 or more received by him during the preceding year.

4. All papers filed under section 3 of this rule shall be kept by the Secretary of the Senate for not less than three years and shall be made available promptly for public inspection and copying.

5. This rule shall take effect on July 1, 1968. No reports shall be filed for any period before office or employment was held with the Senate, or during a period of office or employment with the Senate of less than ninety days in a year; except that the Senator, or officer or employee of the Senate, may file a copy of the return of taxes for the year 1968, or a report of substantially equivalent information for only the effective part of the year 1968.

SEP 14 1962

STATEMENT OF CONTRIBUTIONS AND HONORARIUMS

IN COMPLIANCE WITH SENATE RULES 42 AND 44

(For Use by Senators, Candidates for Senator, and Officers or Employees whose Salary is Paid by the U.S. Senate at a Rate in Excess of \$15,000 a Year)

NAME (Last, First, Initial)

TOWER, John G.

SECURITY OFFICE OF DEFENSE

United States Senator

CALENDAR YEAR OFF INFORMATION

1968

NON-INCUMBENT CANDIDATE'S ADDRESS

II. PERCENT OF CONTRIBUTIONS

(For Use by Senators and Candidates for Senator)

List all contributions received by you during the preceding calendar year. Contributions in the aggregate amount or value of less than \$500 received from any single source during the preceding calendar year may be totaled without further itemization. A contribution from a political party may be listed as a single contribution from the party. If none, write NONE.

[illegible]

(For Use by Donors and Candidates/Ex-Securty)

DATE	NAME OF FUND	AMOUNTS OF PAYEE	PURPOSE	AMOUNT
The value of contribution listed on preceding page was used by the contributor to defray expenses of my office as follows:				
July 1 - Dec. 31, 1968	Telephone	\$ 17.15		
"	Telegram	521.10		
"	Periodicals	930.25		
"	Air travel	4698.15		
"	Auto rental	184.12		
"	Hotel	853.62		
"	Staff travel	294.50		
"	Entertainment	258.21		
"	Senate Recording Studio	526.48		
"	Postage	290.00		
"	Misc. office expenses	671.94		

3. HONORARIUMS

List each honorarium of \$300 or more received by you during the preceding calendar year. Do not list reimbursements of expenses. If none, write NONE.

DATE	PAYER	DESCRIPTION OF SERVICE (e.g., speech, article)	AMOUNT OR VALUE
Sept. 68	National Lecture bureau	Speech	\$1150.00
October 68	Harry Walker, Incorporated	Speech	\$1050.00
Nov. 68	National Soft Drink Asso.	Speech	\$1000.00

I certify that the statements I have made are true, complete, and correct to the best of my knowledge and belief.

DATE
12 May '69

SIGNATURE
John Tower

00/1011343

IN COMPLIANCE WITH SENATE RULES 42 AND 44

NAME (Last, first, initial)

SENATE OFFICE OR COMMITTEE

United States Senator

CALENDAR YEAR OF INFORMATION

NON-INCUMBENT CANDIDATE'S ADDRESS

1969

(For Use by Senators and Candidates for Senator)

List all contributions received by you during the preceding calendar year. Contributions in the aggregate amount or value of less than \$50 received from any single source during the preceding calendar year may be totaled without further itemization. A contribution from a political party may be listed as a single contribution from the party. If none, write NONE.

[illegible]

2. DISPOSITION OF CONTRIBUTIONS

(For Use by Senators and Candidates for Senator)

List all dispositions made by you during the preceding calendar year of contributions received by you and subject to Senate Rule 42. If none, write NONE.

DATE	NAME OF PAYEE	ADDRESS OF PAYEE	PURPOSE	AMOUNT
The value of contribution listed on preceeding page was used by the contributor to defray expenses of my office as follows:				
Entire Year	Telephone	\$ 284.98		
	Telegram	346.31		
	Subscriptions	2,106.32		
	Air travel	11,454.25		
	Auto rental	170.97		
	Food & Lodging while traveling	3,275.25		
	Staff Travel	747.20		
	Entertainment	3,224.97		
	Radio Report Production	3,327.55		
	Postage	1,160.00		
	Miscellaneous Office Expenses	1,515.66		

0071011244

3. HONORARIUMS

List each honorarium of \$300 or more received by you during the preceding calendar year. Do not list reimbursements of expenses. If none, write NONE.

DATE	PAYER	DESCRIPTION OF SERVICE (e.g., speech, article)	AMOUNT OR VALUE
1-3	Sears, Roebuck & Co. Company	Speech	500.00
1-7	Glass Container Manufacturers	Speech	1,000.00
1-31	California Bankers Assn.	Speech	1,500.00
2-11	Peoria County Bar Assn.	Speech	1,000.00
2-26	Assoc. Credit Bureaus	Speech	500.00
2-26	Youngstown State University	Speech	1,000.00
2-26	Mortgage Bankers Assn.	Speech	1,000.00
3-6	Gas Appliance Manufacturers	Speech	1,000.00
3-27	Pennsylvania Home Builders	Speech	1,000.00
4-11	University of Illinois	Speech	1,000.00
5-6	International Tel & Tel	Speech	1,000.00
6-12	Publi. Affairs Council	Speech	500.00
7-1	American Council on Germany	Speech	300.00
4-25 & 10-10	Brookings Institute	Speech	300.00
10-3	Mecklenburg Co. General Practitioners Association	Speech	1,250.00
10-16	Triton College (Chicago)	Speech	1,050.00
11-5	Modesto Jr. College (Calif.)	Speech	800.00
11-5	Teledyne, Inc.	Speech	1,500.00
11-10	Whittier College (Calif.)	Speech	1,000.00
12-11	Randolph-Wacon College	Speech	1,000.00
I certify that the statements I have made are true, complete, and correct to the best of my knowledge and belief.			
DATE	SIGNATURE		
13 May 70	John H. [Signature]		

00 / 10 . 11245

2. DISPOSITION OF CONTRIBUTIONS

(For Use by Senators and Candidates for Senator)

List all dispositions made by you during the preceding calendar year of contributions received by you and subject to Senate Rule 42. If none, write ONE.

DATE	NAME OF PAYEE	ADDRESS OF PAYEE	PURPOSE	AMOUNT
THE VALUE OF CONTRIBUTION LISTED ON PRECEEDING PAGE WAS USED BY THE CONTRIBUTOR TO DEFRAY EXPENSES OF MY OFFICE AS FOLLOWS:				
ENTIRE YEAR	TELEPHONE	\$ 112.57		
	TELEGRAMS	1,567.01		
	NEWSPAPERS & PERIODICALS	2,472.20		
	AIR TRAVEL	888.85		
	AUTO RENTAL	57.86		
	FOOD & LODGING	2,633.64		
	STAFF TRAVEL	2,013.02		
	ENTERTAINMENT	1,291.23		
	RADIO REPORTS	1,634.06		
	OFFICE EXPENSES	1,934.93		
	MISCELLANEOUS EXP.	108.00		
	MAILING LIST	1,944.46		

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3. HONORARIUMS

List each honorarium of \$300 or more received by you during the preceding calendar year. Do not list reimbursements of expenses. If none, write NONE.

DATE	PAYER	DESCRIPTION OF SERVICE (e.g., speech, article)	AMOUNT OR VALUE
1-19	Nat'l Assn. of Homebuilders	Speech	1,500.00
2-03	U. S. Chamber of Commerce	Speech	300.00
2-15	Southern Colorado State Coll.	Speech	1,242.00
2-23	Fort Lauderdale Forum	Speech	1,000.00
3-03	Natl. League of Insured Savings and Loans - Speech		1,000.00
4-20	American Bankers Assn.	Speech	1,000.00
4-28	Natl. Tool & Die Assn.	Speech	750.00
4-29	Allied Educational Foundation	Speech	1,250.00
5-04	Salsbury Laboratories	Speech	1,000.00
7-23	Indiana Univ. of Pennsylvania	Speech	1,703.00
9-04	Alfred University	Speech	300.00
9-17	Dutchess Community College	Speech	1,000.00
9-18	Executives Breakfast Club	Speech	1,000.00
9-21	Bank P.R. & Marketing Assn.	Speech	1,000.00
10-07	Assn. of Old Crows	Speech	1,034.00
10-12	American Bankers Assn.	Speech	1,050.00
11-08	Automotive Parts & Access. Assn.	Speech	1,500.00
11-09	North Carolina State Univ.	Speech	1,000.00
11-10	Auburn University	Speech	1,000.00
11-10	Univ. of South Alabama	Speech	1,000.00
11-11	University of Alabama	Speech	1,500.00
11-12	University of Kentucky	Speech	1,000.00
11-15	Denison University	Speech	1,000.00

I certify that the statements I have made are true, complete, and correct to the best of my knowledge and belief.

DATE

May 14, 1971

SIGNATURE

John Tower

00740112009

00740112410

IN COMPLIANCE WITH SENATE RULES 42 AND 44

NAME (last, first, initial)

SENATE OFFICE OR COMMITTEE

TOWER, John G.

United States Senator

CALENDAR YEAR OF INFORMATION

NON-INCUMBENT CANDIDATE'S ADDRESS

1971

1. RECEIPT OF CONTRIBUTIONS

(For Use by Senators and Candidates for Senator)

List all contributions received by you during the preceding calendar year. Contributions in the aggregate amount or value of less than \$50 received from any single source during the preceding calendar year may be totaled without further itemization. A contribution from a political party may be listed as a single contribution from the party. If none, write NONE.

[illegible]

2. DISPOSITION OF CONTRIBUTIONS

(For Use by Senators and Candidates for Senator)

List all dispositions made by you during the preceding calendar year of contributions received by you and subject to Senate Rule 42. If none, write NONE.

DATE	NAME OF PAYEE	ADDRESS OF PAYEE	PURPOSE	AMOUNT
The value of contribution listed on preceding page was used by the contributor to defray expenses of my office as follows:				
ENTIRE YEAR	TELEPHONE			\$614.14
	TELEGRAPH			897.45
	NEWSPAPERS & PERIODICALS			2,984.95
	AIR TRAVEL			422.25
	BUSINESS AUTO EXPENSE			114.29
	FOOD & LODGING WHILE TRAVELING			1,226.85
	STAFF TRAVEL			1,205.06
	ENTERTAINMENT			708.21
	RADIO REPORTS			2,656.72
	OFFICE EXPENSES (inc. postage)			2,509.36
	MISCELLANEOUS EXPENSES			234.51
	MAILING LIST/NEWSLETTER			<u>653.00</u>
			TOTAL	\$14,226.80

00/40112411

3. HONORARIUMS

List each honorarium of \$300 or more received by you during the preceding calendar year. Do not list reimbursements of expenses. If none, write NONE.

DATE Rec'd	From	DESCRIPTION OF SERVICE (e.g., speech, article)	AMOUNT OR VALUE
Jan. 8	Jersey City State College	speech	\$1,000.00
Jan. 11	Washington State Restaurant Assn.	speech	1,200.00
Jan. 28	Freedom Forum, Inc.	speech	1,200.00
Feb. 27	Broward College	speech	1,000.00
Feb. 27	Virginia Community College	speech	1,000.00
Apr. 7	National Installment Credit Conference	speech	1,000.00
Apr. 22	Ceilings & Interior Systems Contractors Assn.	speech	1,200.00
June 9	Southern States Industrial Council	speech	1,200.00
June 21	Nat'l Assn of Credit Mgt.	speech	1,200.00
Aug 20	Council on Savings & Loan Financial Corporations	speech	1,200.00
Oct. 4	Kansas Ind. Oil & Gas Assn.	speech	1,200.00
Oct. 8	Amer. Assn. of Oilwell Drilling Contractors	speech	500.00
Nov. 9	American Transit Assn.	speech	700.00
Nov. 9	University of Iowa	speech	1,200.00
Nov. 9	Defense Supply Corp.	speech	1,200.00
Nov. 9	Association of Old Crows	speech	500.00
Nov. 18	Maine Bankers Association	speech	1,500.00

I certify that the statements I have made are true, complete, and correct to the best of my knowledge and belief.

DATE

May 11, 1972

SIGNATURE

John Tower

00740112412

IN COMPLIANCE WITH SENATE RULES 42 AND 44

NAME (last, first, initial)

SENATE OFFICE OR COMMITTEE

TOWER, John G.

United States Senator

CALENDAR YEAR OF INFORMATION

NON-INCUMBENT CANDIDATE'S ADDRESS

1972

(For Use by Senators and Candidates for Senator)

List all contributions received by you during the preceding calendar year. Contributions in the aggregate amount or value of less than \$50 received from any single source during the preceding calendar year may be totaled without further itemization. A contribution from a political party may be listed as a single contribution from the party. If none, write NONE.

[illegible]

(For Use by Senators and Candidates for Senator)

List all dispositions made by you during the preceding calendar year of contributions received by you and subject to Senate Rule 42. If none, write NONE.

DATE	NAME OF PAYEE	ADDRESS OF PAYEE	PURPOSE	AMOUNT
The value of contribution listed on preceding page was used by the contributor to defray expenses of my office as follows:				
1 January to 19 April	TELEPHONE			\$216.39
	TELEGRAPH			168.71
	NEWSPAPERS & PERIODICALS			828.36
	FOOD & LODGING WHILE TRAVELING			21.50
	STAFF TRAVEL			54.00
	RADIO & TV REPORTS			384.63
	OFFICE EXPENSES			900.28
	MISCELLANEOUS			7.30
	Transfer to Texans for Tower, 4/19/72			7,373.48
				<u>\$9,954.65</u>

3. HONORARIUMS

List each honorarium of \$300 or more received by you during the preceding calendar year. Do not list reimbursements of expenses. If none, write NONE.

DATE	PAYER	DESCRIPTION OF SERVICE (e.g., speech, article)	AMOUNT OR VALUE
4 April 72	Eldorado, Arkansas Chamber of Commerce	Speech	\$1,250.00
7 April 72	Mobile Home Manufacturer's Association	Speech	1,200.00
18 April 72	Cotton Warehouse Association	Speech	500.00
16 May 72	New York Times	Article	150.00
18 July 72	New York Times	Article	150.00

I certify that the statements I have made are true, complete, and correct to the best of my knowledge and belief.

DATE

May 10, 1973

SIGNATURE

John Tower

0074012912

STATEMENT OF CONTRIBUTIONS AND HONORARIUMS

IN COMPLIANCE WITH SENATE RULES 42 AND 44

(For Use by Senators, Candidates for Senator, and Officers or Employees Whose Salary is Paid by the U.S. Senate at a Rate in Excess of \$15,000 a Year)

NAME (last, first, initial)

TOWER, John G.

SENATE OFFICE OR COMMITTEE

United States Senator

CALENDAR YEAR OF INFORMATION

1973

NON-INCUMBENT CANDIDATE'S ADDRESS

1. RECEIPT OF CONTRIBUTIONS

(For Use by Senators and Candidates for Senator)

List all contributions received by you during the preceding calendar year. Contributions in the aggregate amount or value of less than \$50 received from any single source during the preceding calendar year may be totaled without further itemization. A contribution from a political party may be listed as a single contribution from the party. If none, write NONE.

DATE _____

NAME OF CONTRIBUTOR

ADDRESS OF CONTRIBUTOR

AMOUNT OR VALUE

ALL CAMPAIGN CONTRIBUTIONS AND EXPENDITURES ARE PROCESSED BY THE CAMPAIGN ORGANIZATION, "TOWER SENATE CLUB", P. O. BOX 794, AUSTIN, TEXAS, AND ARE DETAILED IN THE QUARTERLY REPORTS FILED BY THAT ORGANIZATION WITH THE SECRETARY OF THE SENATE IN COMPLIANCE WITH THE FEDERAL ELECTION CAMPAIGN ACT OF 1971. SUBMISSIONS TO THE SECRETARY DURING CALENDAR YEAR 1973 BY THE TOWER SENATE CLUB, THE "TEXANS FOR TOWER" AND SENATOR JOHN G. TOWER, IN ACCORDANCE WITH THE 1971 ACT, ARE HEREBY INCORPORATED BY REFERENCE.

(For Use by Senators and Candidates for Senator)

List all dispositions made by you during the preceding calendar year of contributions received by you and subject to Senate Rule 42. If none, write NONE.

[illegible]

3. HONORARIUMS

List each honorarium of \$300 or more received by you during the preceding calendar year. Do not list reimbursements of expenses. If none, write NONE.

DATE	PAYER	DESCRIPTION OF SERVICE (e.g., speech, article)	AMOUNT OR VALUE
30 Jan 73	California State College At Fullerton	Speech	1,000.00
5 Mar 73	Flogler Museum, Palm Beach	Speech	1,000.00
5 Mar 73	Chamber of Commerce, Easton, Pa.	Speech	1,100.00
12 Mar 73	Chamber of Commerce, Kansas City	Speech	1,250.00
23 Mar 73	National Livestock Dealers Assn.	Speech	1,200.00
30 Mar 73	Illinois State Medical Assn.	Speech	1,200.00
30 Mar 73	National Home Furnishings Assn.	Speech	350.00
2 May 73	Univ. of Rochester Students Assn.	Speech	1,000.00
24 May 73	Brotherhood of Temple Emmanuel	Speech	1,200.00
25 May 73	Steel Service Center Institute	Speech	1,200.00
31 May 73	U. S. Flag Foundation	Speech	500.00
8 Jun 73	American Cotton Shippers Assn.	Speech	600.00
8 Jun 73	Industrialized Housing Seminar	Speech	1,200.00
14 Jun 73	Florida Medical Political Action Comm.	Speech	1,200.00
6 Jul 73	Young Americans for Freedom	Speech	1,297.00
10 Sep 73	Militia Assn. of New York	Speech	1,000.00
21 Sep 73	Mortgage Bankers Assn.	Speech	1,200.00
15 Oct 73	Old Crows Assn.	Speech	1,000.00
16 Oct 73	Assoc. Ind. Electrical Contractors	Speech	2,000.00
9 Nov 73	Savings Assn. League of N.Y. State	Speech	1,500.00

continued below

I certify that the statements I have made are true, complete, and correct to the best of my knowledge and belief.

DATE

10 May 74

SIGNATURE

John Tower

9 Nov 73	Duquesne Club of Pittsburg	Speech	1,200.00
12 Nov 73	Nat'l Electrical Contractors Assn.	Speech	1,500.00
16 Nov 73	Nat'l Assn. of Real Estate Boards	Speech	750.00

MAY 14 1975

STATEMENT OF CONTRIBUTIONS AND HONORARIUMS

IN COMPLIANCE WITH SENATE RULES 42 AND 44

For use by Senators, Candidates for Senate, and Officers or Employees of Senate Committees and Subcommittees in Reporting Contributions Received in Calendar Year 1974

FOR SENATOR JOHN G. TOWER, WITH SECRETARY OF SENATE

(See last page of this form for filing)

NAME (Last, First, Initial)

TOWER, John G.

SENATE OFFICE OR COMMITTEE

United States Senator

CALENDAR YEAR OF INFORMATION

1974

NON-INCUMBENT, CANDIDATE'S ADDRESS

1. RECEIPT OF CONTRIBUTIONS

(For Use by Senators and Candidates for Senator)

List all contributions accepted by you during 1974. Contributions in the aggregate amount or value of less than \$50 received from any single source during the preceding calendar year may be totaled without further itemization. If none, write NONE.

If an assistant to a Senator accepted a contribution on behalf of a candidate, the contribution is not reportable by the assistant but is reportable by the candidate.

A report made in compliance with the Federal Election Campaign Act may be incorporated by reference in this statement.

DATE	NAME OF CONTRIBUTOR	ADDRESS OF CONTRIBUTOR	AMOUNT OR VALUE
All campaign contributions and expenditures are processed by the campaign organization, "Tower Senate Club", P. O. Box 794, Austin, Texas, and are detailed in the quarterly reports filed by that organization with the Secretary of the Senate, in compliance with the Federal Election Campaign Act of 1971. Submissions to the Secretary during Calendar Year 1974 by the Tower Senate Club, and Senator John G. Tower, in accordance with the 1971 Act, are hereby incorporated by reference.			

00750014018

42. If none, write NONE.

Payments made at different times to the same place and for the same purpose may be combined. A reimbursement of an out-of-pocket expense should be listed as a receipt of a contribution and as a disposition of that contribution.

A Senator or a candidate may use a contribution only to influence his nomination or his election, or to defray the expenses stated in paragraph 8 of Rule 42. Questions of interpretation of these provisions may be referred to the Select Committee on Standards and Conduct.

[illegible]

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A royalty should be distinguished from an honorarium as a payment to an author, composer, inventor, or mineral shareholder proportional to the number or amount of the products sold or used. Thus, payment for a magazine article or a speech usually is an honorarium, while payments to the author of a book usually are royalties. A royalty would be included in the income tax return so no additional reporting is necessary.

John Tower

MAY 2 1976

STATEMENT OF CONTRIBUTIONS AND HONORARIUMS

IN COMPLIANCE WITH SENATE RULES 42 AND 44

(For Use by Senators, Candidates for Senator, and Officers or Employees Whose Salary is Paid by the U.S. Senate at a Rate in Excess of \$15,000 a Year)

FOR FILING WITH SECRETARY OF SENATE

(See last page of this form for filing)

NAME (last, first, initial) TOWER, John G.	SENATE OFFICE OR COMMITTEE United States Senator
CALENDAR YEAR OF INFORMATION 1975	NON-INCUMBENT CANDIDATE'S ADDRESS

1. RECEIPT OF CONTRIBUTIONS

(For Use by Senators and Candidates for Senator)

List all contributions accepted by you during 1975. Contributions in the aggregate amount or value of less than \$50 received from any single source during the preceding calendar year may be totaled without further itemization. If none, write NONE.

If an assistant to a Senator accepted a contribution on behalf of a candidate, the contribution is not reportable by the assistant but is reportable by the candidate.

A report made in compliance with the Federal Election Campaign Act may be incorporated by reference in this statement.

DATE	NAME OF CONTRIBUTOR	ADDRESS OF CONTRIBUTOR	AMOUNT OR VALUE
All campaign contributions and expenditures are processed by the campaign organization, "Tower Senate Club", P. O. Box 794, Austin, Texas, and are detailed in the quarterly reports filed by that organization with the Secretary of the Senate, in compliance with the Federal Election Campaign Act of 1971. Submissions to the Secretary during Calendar Year 1975 by the Tower Senate Club and Senator John G. Tower, in accordance with the 1971 Act, are hereby incorporated by reference.			

(For Use by Senators and Candidates for Senator)

Payments made at different times to the same payee and for the same purpose may be combined. A reimbursement of an out-of-pocket expense should be listed as a receipt of a contribution and as a disposition of that contribution.

[illegible]

3. HONORARIUMS

List each honorarium of \$300 or more received by you during the preceding calendar year. Do not report transportation and other necessary expenses. If none, write NONE.

If the honorarium service was arranged through a speaker's bureau, disclosure requires that the sponsor of the event be identified as the payer. The speaker's bureau may be the conduit for payment but is not the real payer.

If you are entitled to receive an honorarium and directed that it be paid to a charity, church, or school of your choosing, you still must report receipt of the honorarium.

A royalty should be distinguished from an honorarium as a payment to an author, composer, inventor, or mineral shareholder proportional to the number or amount of the products sold or used. Thus, payment for a magazine article or a speech usually is an honorarium, while payments to the author of a book usually are royalties. A royalty would be included in the income tax return so no additional reporting is necessary.

DATE received	PAYER	DESCRIPTION OF SERVICE (e.g., speech, article)	AMOUNT OR VALUE
Jan. 20	Nat'l Assn of Homebuilders	speech	\$1,000.00
Jan. 28	American Bankers Assn	speech	1,000.00
Feb. 4	Electronics Industries Assn	speech	1,000.00
Mar. 6	Retail Lumberman's Assn	speech	1,000.00
Mar. 12	U. S. Chamber of Commerce	speech	350.00
March. 17	Jacksonville State University	speech	1,000.00
Mar. 25	Mid-America Lumbermen's Assn	speech	1,000.00
Mar. 31	American University	speech	200.00
May 5	Assn of Ind. Corrugated Converters	speech	1,000.00
Jul 28	Nat'l Airlines Management Club	speech	1,000.00
July 28	American University	speech	200.00
Aug 29	Soc of Amer Florists & Orn Hort	speech	1,000.00
Nov 19	Huron College	speech	1,000.00
Dec 19	National Review	book review	100.00

I certify that the statements I have made are true, complete, and correct to the best of my knowledge and belief.

DATE

6 May '76

SIGNATURE

John Tower

MAY 10 1977

STATEMENT OF CONTRIBUTIONS AND HONORARIUMS

IN COMPLIANCE WITH SENATE RULES 42 AND 44

(For Use by Senators, Candidates for Senator, and Officers or Employees Whose Salary is Paid by the U.S. Senate at a Rate in Excess of \$15,000 a Year)

FOR FILING WITH SECRETARY OF SENATE

(See last page of this form for filing)

NAME Last, first, initial

TOWER, John G.

SENATE OFFICE OR COMMITTEE

United States Senator

CALENDAR YEAR OF INFORMATION

1976

NON INCUMBENT ANNEALY ADDRESS

1. RECEIPT OF CONTRIBUTIONS

(For Use by Senators and Candidates for Senator)

List all contributions accepted by you during 1976. Contributions in the aggregate amount of less than \$10 received from any single source during the preceding calendar year may be omitted without further itemization. If none, write NONE.

If an assistant to a Senator accepted a contribution on behalf of a candidate, the contribution is not reportable by the assistant but is reportable by the candidate.

A report made in compliance with the Federal Election Campaign Act may be incorporated by reference in this section.

All campaign contributions and expenditures are processed by the campaign organization, "Tower Senate Club", P. O. Box 794, Austin, Texas, and are

detailed in the quarterly reports filed with the Secretary of the Senate, in compliance with the Federal Election

Act of 1971. Submissions to the Secretary during calendar year 1976 by the Tower Senate Club and Senator John G. Tower, in accordance with the

1971 Act, are hereby incorporated by reference.

(For Use by Senators and Candidates for Senator)

Payments made at different times to the same payee and for the same purpose may be combined. A reimbursement of an out-of-pocket expense should be listed as a receipt of a contribution and as a disposition of that contribution.

A report made in compliance with the Federal Election Campaign Act may be incorporated by reference in this section.

[illegible]

3. HONORARIUMS

List each honorarium of \$300 or more received by you during 1976 for any appearance, speech, or article. If none, write NONE.

Do not include amounts accepted for actual travel and subsistence expenses for you and your spouse or an aide and excluding amounts paid or incurred for any agents' fees or commissions.

If the honorarium service was arranged through a speaker's bureau, disclosure of the source requires that the sponsor of the event be identified as the payer. The speaker's bureau may be the conduit for payment but is not the real payer.

If you are entitled to receive an honorarium and directed that it be paid to a charity, church, or school of your choosing, you still must report receipt of the honorarium.

Note that by law an elected or appointed officer or employee may not accept an honorarium of more than \$2,000 (excluding certain incidental expenses) or honorariums aggregating more than \$25,000 in a year.

DATE Received	PAYER	DESCRIPTION OF SERVICE RE: Speech Article	AMOUNT VALUE
2/9/76	The Washington Discussion Group	Speech	1,000.00
2/26/76	Sheet Metal & A/C Contractors Assn.	Speech	1,000.00
3/24/76	Credit Union National Assn.	Speech	500.00
5/7/76	American Bankers Assn.	Speech	1,000.00
5/20/76	Nebraska Bankers Assn.	Speech	1,000.00
5/21/76	Wertheim & Co.	Speech	1,000.00
5/28/76	Carter H. Solente Associates	Speech	500.00
6/7/76	Pennsylvania Bar Assn.	Speech	500.00
7/12/76	Mortgage Bankers Assn.	Speech	1,000.00
7/16/76	New Jersey Savings League	Speech	1,000.00
9/20/76	Association of Old Crows	Speech	2,000.00
10/4/76	General Electric Company	Speech	1,000.00
11/1/76	Snelling & Snelling	Speech	1,000.00
11/22/76	Fubber Manufacturers Assn.	Speech	1,000.00
11/29/76	Nat'l Assn. of Life Underwriters	Speech	1,000.00
12/2/76	Utah State University	Speech	1,500.00
12/2/76	Timmons & Company	Speech	1,000.00
12/10/76	Minnesota State Medical Assn.	Speech	2,000.00
12/17/76	American Paper Institute	Speech	1,000.00
12/22/76	Aluminum Recycle Assn.	Speech	1,000.00

FORM C

RECEIVED
SECRETARY OF THE SENATE
1977 MAY 15 PM 4:11
HAND DELIVERED

STATEMENT OF CONTRIBUTIONS AND HONORARIA

IN COMPLIANCE WITH OLD SENATE RULES 42 AND 44

(For Use by Senators, Candidates for Senator, and Officers or Employees Whose Salary is Paid by the U.S. Senate at a Rate in Excess of \$15,000 a Year)

FOR FILING WITH SECRETARY OF SENATE

(See general instructions)

NAME (last, first, initial)

SENATE OFFICE OR COMMITTEE

TOWER, JOHN G.

UNITED STATES SENATOR

CALENDAR YEAR OF INFORMATION

NON INCUMBENT CANDIDATE'S ADDRESS

1977

1. RECEIPT OF CONTRIBUTIONS

(For Use by Senators and Candidates for Senator)

List all contributions accepted by you during 1977. Contributions in the aggregate amount or value of less than \$50 received from any single source during the preceding calendar year may be totaled without further itemization. If none, write NONE.

If at any time a Senator accepted a contribution on behalf of a candidate, the contribution is not reported by the assistant but is reportable by the candidate.

A report made in compliance with the Federal Election Campaign Act may be incorporated by reference in this report.

A contribution for the purposes of old Rule 40 is anything of value that is offered without consideration and includes money, interests in person or real property, or services. A bona fide gift received in your personal or family capacity, or a salary, may be listed as confidential reporting of a financial interest.

DATE

NAME OF CONTRIBUTOR

ADDRESS OF CONTRIBUTOR

AMOUNT OR VALUE

All campaign contributions and expenditures during 1977 by the campaign organization "Texans for Tower" (or its predecessor, "Tower Senate Club"), P. O. Box 794, Austin, Texas, and are detailed in the quarterly reports filed by that organization with the Secretary of the Senate, in compliance with the Federal Election Campaign Act of 1971. Submissions to the Secretary during Calendar Year 1977 by Texans for Tower or the Tower Senate Club and Senator John G. Tower, in accordance with the 1971 Act, are hereby incorporated by reference.

Contributions to and expenditures by the "Senator John Tower Office Account" from January 1977 to March 1977 (at which time the account was discontinued) were detailed in a report dated March 28, 1977 to the Secretary of the Senate, and that report is also incorporated hereby by reference.

(For Use by Senators and Candidates for Senator)

Payments made at different times to the same payee and for the same purpose may be combined. A reimbursement of an out-of-pocket expense should be listed as a receipt of a contribution and as a disposition of that contribution.

A report made in compliance with the Federal Election Campaign Act may be incorporated by reference in this section

[illegible]

70111738

3. HONORARIA

List each honorarium of \$300 or more received by you during 1977 for any appearance, speech, or article. If none, write NONE.

Do not include amounts accepted for actual travel and subsistence expenses for you and your spouse or an aide and excluding amounts paid or incurred for any agents' fees or commissions.

If the honorarium service was arranged through a speaker's bureau, disclosure of the source requires that the sponsor of the event be identified as the payer. The speaker's bureau may be the conduit for payment but is not the real payer.

If you are entitled to receive an honorarium and directed that it be paid to a charity, church, or school of your choosing, you still must report receipt of the honorarium.

Note that by law an elected or appointed officer or employee may not accept an honorarium of more than \$2,000 (excluding certain incidental expenses) or honorariums aggregating more than \$25,000 in a year.

DATE RECEIVED	PAYER	DESCRIPTION OF SERVICE (e.g. speech, article)	AMOUNT OR VALUE
02-14-77	Securities Industries Assn.	speech	\$1,000.00
02-23-77	Chicago Council on Foreign Relations	speech	1,000.00
03-14-77	U. S. Chamber of Commerce	speech	500.00
03-21-77	National Broadcasting Co.	speech	1,000.00
03-24-77	SIPES 1977 Convention	speech	2,000.00
04-11-77	The Fertilizer Institute	speech	2,000.00
05-13-77	Salvation Army, Cleveland	speech	1,000.00
05-20-77	New Jersey Bankers Assn.	speech	2,000.00
06-09-77	Auburn University	speech	1,500.00
06-27-77	Nat'l Fire Protection Assn.	speech	750.00
07-01-77	Int'l Engineering & Construction Industries Council	speech	1,000.00
07-01-77	Nat'l Assn. of Remotely Piloted Vehicles	speech	1,000.00
10-05-77	Amer. Land Developers Assn.	speech	2,000.00
10-21-77	American Bankers Assn.	speech	1,000.00
10-28-77	Amer. Public Transit Assn.	speech	1,000.00
11-03-77	Assn. of Old Crows	speech	2,000.00
12-29-77	University of Alabama	speech	2,000.00
12-30-77	Tennessee Society of CPA's	speech	1,000.00

[illegible]



Public Law 92-225
92nd Congress, S. 382
February 7, 1972

An Act

To promote fair practices in the conduct of election campaigns for Federal political offices, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "Federal Election Campaign Act of 1971".

Federal Election Campaign Act of 1971.

TITLE I—CAMPAIGN COMMUNICATIONS

SHORT TITLE

SEC. 101. This title may be cited as the "Campaign Communications Reform Act".

Citation of title.

DEFINITIONS

SEC. 102. For purposes of this title:

(1) The term "communications media" means broadcasting stations, newspapers, magazines, outdoor advertising facilities, and telephones; but, with respect to telephones, spending or an expenditure shall be deemed to be spending or an expenditure for the use of communications media only if such spending or expenditure is for the costs of telephones, paid telephonists, and automatic telephone equipment, used by a candidate for Federal elective office to communicate with potential voters (excluding any costs of telephones incurred by a volunteer for use of telephones by him).

(2) The term "broadcasting station" has the same meaning as such term has under section 315(f) of the Communications Act of 1934.

86 STAT. 3
86 STAT. 4

(3) The term "Federal elective office" means the office of President of the United States, or of Senator or Representative in, or Resident Commissioner or Delegate to, the Congress of the United States (and for purposes of section 103(b) such term includes the office of Vice President).

Post, p. 7.

(4) The term "legally qualified candidate" means any person who (A) meets the qualifications prescribed by the applicable laws to hold the Federal elective office for which he is a candidate, and (B) is eligible under applicable State law to be voted for by the electorate directly or by means of delegates or electors.

(5) The term "voting age population" means resident population, eighteen years of age and older.

(6) The term "State" includes the District of Columbia and the Commonwealth of Puerto Rico.

MEDIA RATE AND RELATED REQUIREMENTS

SEC. 103. (a) (1) Section 315(b) of the Communications Act of 1934 is amended to read as follows:

66 Stat. 717.
47 USC 315.

"(b) The charges made for the use of any broadcasting station by any person who is a legally qualified candidate for any public office in connection with his campaign for nomination for election, or election, to such office shall not exceed—

"(1) during the forty-five days preceding the date of a primary or primary runoff election and during the sixty days preceding the date of a general or special election in which such person is a candidate, the lowest unit charge of the station for the same class and amount of time for the same period; and

"(2) at any other time, the charges made for comparable use of such station by other users thereof."

74 Stat. 894,
47 USC 312.

(2) (A) Section 312(a) of such Act is amended by striking "or" at the end of clause (5), striking the period at the end of clause (6) and inserting in lieu thereof a semicolon and "or", and adding at the end of such section 312(a) the following new paragraph:

"(7) for willful or repeated failure to allow reasonable access to or to permit purchase of reasonable amounts of time for the use of a broadcasting station by a legally qualified candidate for Federal elective office on behalf of his candidacy."

66 Stat. 717,
47 USC 315.
Nonbroadcast
media rates.

(B) The second sentence of section 315(a) of such Act is amended by inserting "under this subsection" after "No obligation is imposed".

(b) To the extent that any person sells space in any newspaper or magazine to a legally qualified candidate for Federal elective office, or nomination thereto, in connection with such candidate's campaign for nomination for, or election to, such office, the charges made for the use of such space in connection with his campaign shall not exceed the charges made for comparable use of such space for other purposes.

86 STAT. 4
86 STAT. 5

LIMITATIONS OF EXPENDITURES FOR USE OF COMMUNICATIONS MEDIA

SEC. 104. (a) (1) Subject to paragraph (4), no legally qualified candidate in an election (other than a primary or primary runoff election) for a Federal elective office may—

(A) spend for the use of communications media on behalf of his candidacy in such election a total amount in excess of the greater of—

(i) 10 cents multiplied by the voting age population (as certified under paragraph (5)) of the geographical area in which the election for such office is held, or

(ii) \$50,000, or

(B) spend for the use of broadcast stations on behalf of his candidacy in such election a total amount in excess of 60 per centum of the amount determined under subparagraph (A) with respect to such election.

Primaries.

(2) No legally qualified candidate in a primary election for nomination to a Federal elective office, other than President, may spend—

(A) for the use of communications media, or

(B) for the use of broadcast stations,

on behalf of his candidacy in such election a total amount in excess of the amounts determined under paragraph (1) (A) or (B), respectively, with respect to the general election for such office. For purposes of this subsection a primary runoff election shall be treated as a separate primary election.

Presidential
primaries.

(3) (A) No person who is a candidate for presidential nomination may spend—

(i) for the use in a State of communications media, or

(ii) for the use in a State of broadcast stations,

on behalf of his candidacy for presidential nomination a total amount in excess of the amounts which would have been determined under paragraph (1) (A) or (B), respectively, had he been a candidate for election for the office of Senator from such State (or for the office of Delegate or Resident Commissioner in the case of the District of Columbia or the Commonwealth of Puerto Rico).

(B) For purposes of this paragraph (3), a person is a candidate for presidential nomination if he makes (or any other person makes on his behalf) an expenditure for the use of any communications medium on behalf of his candidacy for any political party's nomination for election to the office of President. He shall be considered to be such a candidate during the period—

(i) beginning on the date on which he (or such other person) first makes such an expenditure (or, if later, January 1 of the year in which the election for the office of President is held), and

(ii) ending on the date on which such political party nominates a candidate for the office of President.

For purposes of this title and of section 315 of the Communications Act of 1934, a candidate for presidential nomination shall be considered a legally qualified candidate for public office.

(C) The Comptroller General shall prescribe regulations under which any expenditure by a candidate for presidential nomination for the use in two or more States of a communications medium shall be attributed to such candidate's expenditure limitation in each such State, based on the number of persons in such State who can reasonably be expected to be reached by such communications medium.

(4) (A) For purposes of subparagraph (B):

(i) The term "price index" means the average over a calendar year of the Consumer Price Index (all items—United States city average) published monthly by the Bureau of Labor Statistics.

(ii) The term "base period" means the calendar year 1970.

(B) At the beginning of each calendar year (commencing in 1972), as there becomes available necessary data from the Bureau of Labor Statistics of the Department of Labor, the Secretary of Labor shall certify to the Comptroller General and publish in the Federal Register the per centum difference between the price index for the 12 months preceding the beginning of such calendar year and the price index for the base period. Each amount determined under paragraph (1) (A) (i) and (ii) shall be increased by such per centum difference. Each amount so increased shall be the amount in effect for such calendar year.

(5) Within 60 days after the date of enactment of this Act, and during the first week of January in 1973 and every subsequent year, the Secretary of Commerce shall certify to the Comptroller General and publish in the Federal Register an estimate of the voting age population of each State and congressional district for the last calendar year ending before the date of certification.

(6) Amounts spent for the use of communications media on behalf of any legally qualified candidate for Federal elective office (or for nomination to such office) shall, for the purposes of this subsection, be deemed to have been spent by such candidate. Amounts spent for the use of communications media by or on behalf of any legally qualified candidate for the office of Vice President of the United States shall, for the purposes of this section, be deemed to have been spent by the candidate for the office of President of the United States with whom he is running.

(7) For purposes of this section and section 315(c) of the Communications Act of 1934—

(A) spending and charges for the use of communications media include not only the direct charges of the media but also agents' commissions allowed the agent by the media, and

(B) any expenditure for the use of any communications medium by or on behalf of the candidacy of a candidate for Federal elective office (or nomination thereto) shall be charged against the expenditure limitation under this subsection applicable to the election in which such medium is used.

(b) No person may make any charge for the use by or on behalf of any legally qualified candidate for Federal elective office (or for nomination to such office) of any newspaper, magazine, or outdoor advertising facility, unless such candidate (or a person specifically authorized by such candidate in writing to do so) certifies in writing to the

66 Stat. 717;
73 Stat. 557.
47 USC 315.
Regulations.
86 STAT. 5
86 STAT. 6

"Price index."

"Base period."
Publication in
Federal Register

Publication in
Federal Register

Post, p. 7.

Certification
requirement.

66 Stat. 717.
47 USC 315.

Ante, p. 5.

Penalty.

47 USC 501-
503.

Definitions.

person making such charge that the payment of such charge will not violate paragraph (1), (2), or (8) of subsection (a), whichever is applicable.

(c) Section 315 of the Communications Act of 1934 is amended by redesignating subsection (c) as subsection (g) and by inserting after subsection (b) the following new subsections:

"(c) No station licensee may make any charge for the use of such station by or on behalf of any legally qualified candidate for Federal elective office (or for nomination to such office) unless such candidate (or a person specifically authorized by such candidate in writing to do so) certifies to such licensee in writing that the payment of such charge will not violate any limitation specified in paragraph (1), (2), or (3) of section 104(a) of the Campaign Communications Reform Act, whichever paragraph is applicable.

"(d) If a State by law and expressly—

"(1) has provided that a primary or other election for any office of such State or of a political subdivision thereof is subject to this subsection,

"(2) has specified a limitation upon total expenditures for the use of broadcasting stations on behalf of the candidacy of each legally qualified candidate in such election,

"(3) has provided in any such law an unequivocal expression of intent to be bound by the provisions of this subsection, and

"(4) has stipulated that the amount of such limitation shall not exceed the amount which would be determined for such election under section 104(a)(1)(B) or 104(a)(2)(B) (whichever is applicable) of the Campaign Communications Reform Act had such election been an election for a Federal elective office or nomination thereto;

then no station licensee may make any charge for the use of such station by or on behalf of any legally qualified candidate in such election unless such candidate (or a person specifically authorized by such candidate in writing to do so) certifies to such licensee in writing that the payment of such charge will not violate such State limitation.

"(e) Whoever willfully and knowingly violates the provisions of subsection (c) or (d) of this section shall be punished by a fine not to exceed \$5,000 or imprisonment for a period not to exceed five years, or both. The provisions of sections 501 through 503 of this Act shall not apply to violations of either such subsection.

"(f) (1) For the purposes of this section:

"(A) The term 'broadcasting station' includes a community antenna television system.

"(B) The terms 'licensee' and 'station licensee' when used with respect to a community antenna television system, means the operator of such system.

"(C) The term 'Federal elective office' means the office of President of the United States, or of Senator or Representative in, or Resident Commissioner or Delegate to, the Congress of the United States.

"(2) For purposes of subsections (c) and (d), the term 'legally qualified candidate' means any person who (A) meets the qualifications prescribed by the applicable laws to hold the office for which he is a candidate and (B) is eligible under applicable State law to be voted for by the electorate directly or by means of delegates or electors."

REGULATIONS

SEC. 105. The Comptroller General shall prescribe such regulations as may be necessary or appropriate to carry out sections 102, 103(b), 104(a), and 104(b) of this Act.

PENALTIES

SEC. 106. Whoever willfully and knowingly violates any provision of section 103(b), 104(a), or 104(b) or any regulation under section 105 shall be punished by a fine of not more than \$5,000 or by imprisonment of not more than five years, or both.

TITLE II—CRIMINAL CODE AMENDMENTS

SEC. 201. Section 591 of title 18, United States Code, is amended to read as follows:

§ 591. Definitions

"When used in sections 597, 599, 600, 602, 608, 610, and 611 of this title—

"(a) 'election' means (1) a general, special, primary, or runoff election, (2) a convention or caucus of a political party held to nominate a candidate, (3) a primary election held for the selection of delegates to a national nominating convention of a political party, (4) a primary election held for the expression of a preference for the nomination of persons for election to the office of President, and (5) the election of delegates to a constitutional convention for proposing amendments to the Constitution of the United States;

"(b) 'candidate' means an individual who seeks nomination for election, or election, to Federal office, whether or not such individual is elected, and, for purposes of this paragraph, an individual shall be deemed to seek nomination for election, or election, to Federal office, if he has (1) taken the action necessary under the law of a State to qualify himself for nomination for election, or election, or (2) received contributions or made expenditures, or has given his consent for any other person to receive contributions or make expenditures, with a view to bringing about his nomination for election, or election, to such office;

"(c) 'Federal office' means the office of President or Vice President of the United States, or Senator or Representative in, or Delegate or Resident Commissioner to, the Congress of the United States;

"(d) 'political committee' means any individual, committee, association, or organization which accepts contributions or makes expenditures during a calendar year in an aggregate amount exceeding \$1,000;

"(e) 'contribution' means—

"(1) a gift, subscription, loan, advance, or deposit of money or anything of value (except a loan of money by a national or State bank made in accordance with the applicable banking laws and regulations and in the ordinary course of business), made for the purpose of influencing the nomination for election, or election, of any person to Federal office, for the purpose of influencing the results of a primary held for the selection of delegates to a national nominating convention of a political party or for the expression of a preference for the nomination of persons for election to the office of President, or for the purpose of influencing the election of delegates to a constitutional convention for proposing amendments to the Constitution of the United States;

"(2) a contract, promise, or agreement, express or implied, whether or not legally enforceable, to make a contribution for such purposes;

"(3) a transfer of funds between political committees;

Post, pp. 9, 10.

"(4) the payment, by any person other than a candidate or political committee, of compensation for the personal services of another person which are rendered to such candidate or political committee without charge for any such purpose; and

Exception.

"(5) notwithstanding the foregoing meanings of 'contribution', the word shall not be construed to include services provided without compensation by individuals volunteering a portion or all of their time on behalf of a candidate or political committee;

"(f) 'expenditure' means—

"(1) a purchase, payment, distribution, loan, advance, deposit, or gift of money or anything of value (except a loan of money by a national or State bank made in accordance with the applicable banking laws and regulations and in the ordinary course of business), made for the purpose of influencing the nomination for election, or election, of any person to Federal office, for the purpose of influencing the result of a primary held for the selection of delegates to a national nominating convention of a political party or for the expression of a preference for the nomination of persons for election to the office of President, or for the purpose of influencing the election of delegates to a constitutional convention for proposing amendments to the Constitution of the United States;

"(2) a contract, promise, or agreement, express or implied, whether or not legally enforceable, to make any expenditure; and

"(3) a transfer of funds between political committees;

"(g) 'person' and 'whoever' mean an individual, partnership, committee, association, corporation, or any other organization or group of persons; and

"(h) 'State' means each State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and any territory or possession of the United States."

62 Stat. 721.

Sec. 202. Section 600 of title 18, United States Code, is amended to read as follows:

"§ 600. Promise of employment or other benefit for political activity

"Whoever, directly or indirectly, promises any employment, position, compensation, contract, appointment, or other benefit, provided for or made possible in whole or in part by any Act of Congress, or any special consideration in obtaining any such benefit, to any person as consideration, favor, or reward for any political activity or for the support of or opposition to any candidate or any political party in connection with any general or special election to any political office, or in connection with any primary election or political convention or caucus held to select candidates for any political office, shall be fined not more than \$1,000 or imprisoned not more than one year, or both."

62 Stat. 723.

Sec. 203. Section 603 of title 18, United States Code, is amended to read as follows:

"§ 603. Limitations on contributions and expenditures

"(a) (1) No candidate may make expenditures from his personal funds, or the personal funds of his immediate family, in connection with his campaign for nomination for election, or election, to Federal office in excess of—

"(A) \$50,000, in the case of a candidate for the office of President or Vice President;

"(B) \$35,000, in the case of a candidate for the office of Senator; or

"(C) \$25,000, in the case of a candidate for the office of Representative, or Delegate or Resident Commissioner to the Congress.

"(2) For purposes of this subsection, 'immediate family' means a candidate's spouse, and any child, parent, grandparent, brother, or sister of the candidate, and the spouses of such persons.

"Immediate family."

"(b) No candidate or political committee shall knowingly accept any contribution or authorize any expenditure in violation of the provisions of this section.

"(c) Violation of the provisions of this section is punishable by a fine not to exceed \$1,000, imprisonment for not to exceed one year, or both."

Penalty.

Sec. 204. Section 609 of title 18, United States Code, is repealed.

Repeal.
62 Stat. 72:

Sec. 205. Section 610 of title 18, United States Code, relating to contributions or expenditures by national banks, corporations, or labor organizations, is amended by adding at the end thereof the following paragraph:

"As used in this section, the phrase 'contribution or expenditure' shall include any direct or indirect payment, distribution, loan, advance, deposit, or gift of money, or any services, or anything of value (except a loan of money by a national or State bank made in accordance with the applicable banking laws and regulations and in the ordinary course of business) to any candidate, campaign committee, or political party or organization, in connection with any election to any of the offices referred to in this section; but shall not include communications by a corporation to its stockholders and their families or by a labor organization to its members and their families on any subject; nonpartisan registration and get-out-the-vote campaigns by a corporation aimed at its stockholders and their families, or by a labor organization aimed at its members and their families; the establishment, administration, and solicitation of contributions to a separate segregated fund to be utilized for political purposes by a corporation or labor organization: *Provided*, That it shall be unlawful for such a fund to make a contribution or expenditure by utilizing money or anything of value secured by physical force, job discrimination, financial reprisals, or the threat of force, job discrimination, or financial reprisal; or by dues, fees, or other monies required as a condition of membership in a labor organization or as a condition of employment, or by monies obtained in any commercial transaction."

"Contribution or expenditure."

Sec. 206. Section 611 of title 18, United States Code, is amended to read as follows:

62 Stat. 724

"§ 611. Contributions by Government contractors

"Whoever—

"(a) entering into any contract with the United States or any department or agency thereof either for the rendition of personal services or furnishing any material, supplies, or equipment to the United States or any department or agency thereof or for selling any land or building to the United States or any department or agency thereof, if payment for the performance of such contract or payment for such material, supplies, equipment, land, or building is to be made in whole or in part from funds appropriated by the Congress, at any time between the commencement of negotiations for and the later of (1) the completion of performance under, or (2) the termination of negotiations for, such contract or furnishing of material, supplies, equipment, land or buildings, directly or indirectly makes any contribution of money or other thing of value, or promises expressly or impliedly to make any such contribution, to any political party, committee, or candidate for public office or to any person for any political purpose or use; or

"(b) knowingly solicits any such contribution from any such person for any such purpose during any such period; shall be fined not more than \$5,000 or imprisoned not more than five years, or both."

Sec. 207. The table of sections for chapter 29 of title 18, United States Code, is amended by—

(1) striking out the item relating to section 608 and inserting in lieu thereof the following:

"608. Limitations on contributions and expenditures";

(2) striking out the item relating to section 609 and inserting in lieu thereof the following:

"609. Repealed.";

(3) striking out the item relating to section 611 and inserting in lieu thereof the following:

"611. Contributions by Government contractors."

TITLE III—DISCLOSURE OF FEDERAL CAMPAIGN

FUNDS

DEFINITIONS

Sec. 301. When used in this title—

(a) "election" means (1) a general, special, primary, or runoff election, (2) a convention or caucus of a political party held to nominate a candidate, (3) a primary election held for the selection of delegates to a national nominating convention of a political party, (4) a primary election held for the expression of a preference for the nomination of persons for election to the office of President, and (5) the election of delegates to a constitutional convention for proposing amendments to the Constitution of the United States;

(b) "candidate" means an individual who seeks nomination for election, or election, to Federal office, whether or not such individual is elected, and, for purposes of this paragraph, an individual shall be deemed to seek nomination for election, or election, if he has (1) taken the action necessary under the law of a State to qualify himself for nomination for election, or election, to Federal office, or (2) received contributions or made expenditures, or has given his consent for any other person to receive contributions or make expenditures, with a view to bringing about his nomination for election, or election, to such office;

(c) "Federal office" means the office of President or Vice President of the United States; or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress of the United States;

(d) "political committee" means any committee, association, or organization which accepts contributions or makes expenditures during a calendar year in an aggregate amount exceeding \$1,000;

(e) "contribution" means—

(1) a gift, subscription, loan, advance, or deposit of money or anything of value, made for the purpose of influencing the nomination for election, or election, of any person to Federal office or as a presidential or vice-presidential elector, or for the purpose of influencing the result of a primary held for the selection of delegates to a national nominating convention of a political party or for the expres-

sion of a preference for the nomination of persons for election to the office of President, or for the purpose of influencing the election of delegates to a constitutional convention for proposing amendments to the Constitution of the United States;

(2) a contract, promise, or agreement, whether or not legally enforceable, to make a contribution for any such purpose;

(3) a transfer of funds between political committees;

(4) the payment, by any person other than a candidate or political committee, of compensation for the personal services of another person which are rendered to such candidate or committee without charge for any such purpose; and

(5) notwithstanding the foregoing meanings of "contribution", the word shall not be construed to include services provided without compensation by individuals volunteering a portion or all of their time on behalf of a candidate or political committee;

Exception.

(f) "expenditure" means—

(1) a purchase, payment, distribution, loan, advance, deposit, or gift of money or anything of value, made for the purpose of influencing the nomination for election, or election, of any person to Federal office, or as a presidential and vice-presidential elector, or for the purpose of influencing the result of a primary held for the selection of delegates to a national nominating convention of a political party or for the expression of a preference for the nomination of persons for election to the office of President, or for the purpose of influencing the election of delegates to a constitutional convention for proposing amendments to the Constitution of the United States;

(2) a contract, promise, or agreement, whether or not legally enforceable, to make an expenditure, and

(3) a transfer of funds between political committees;

(g) "supervisory officer" means the Secretary of the Senate with respect to candidates for Senator; the Clerk of the House of Representatives with respect to candidates for Representative in, or Delegate or Resident Commissioner to, the Congress of the United States; and the Comptroller General of the United States in any other case;

(h) "person" means an individual, partnership, committee, association, corporation, labor organization, and any other organization or group of persons; and

(i) "State" means each State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and any territory or possession of the United States.

ORGANIZATION OF POLITICAL COMMITTEES

Sec. 302. (a) Every political committee shall have a chairman and a treasurer. No contribution and no expenditure shall be accepted or made by or on behalf of a political committee at a time when there is a vacancy in the office of chairman or treasurer thereof. No expenditure shall be made for or on behalf of a political committee without the authorization of its chairman or treasurer, or their designated agents.

(b) Every person who receives a contribution in excess of \$10 for a political committee shall, on demand of the treasurer, and in any event within five days after receipt of such contribution, render to the treasurer a detailed account thereof, including the amount, the name and

address (occupation and the principal place of business, if any) of the person making such contribution, and the date on which received. All funds of a political committee shall be segregated from, and may not be commingled with, any personal funds of officers, members, or associates of such committee.

Recordkeeping.

(c) It shall be the duty of the treasurer of a political committee to keep a detailed and exact account of—

- (1) all contributions made to or for such committee;
- (2) the full name and mailing address (occupation and the principal place of business, if any) of every person making a contribution in excess of \$10, and the date and amount thereof;
- (3) all expenditures made by or on behalf of such committee; and
- (4) the full name and mailing address (occupation and the principal place of business, if any) of every person to whom any expenditure is made, the date and amount thereof and the name and address of, and office sought by, each candidate on whose behalf such expenditure was made.

Receipts,
preservation.

(d) It shall be the duty of the treasurer to obtain and keep a receipted bill, stating the particulars, for every expenditure made by or on behalf of a political committee in excess of \$100 in amount, and for any such expenditure in a lesser amount, if the aggregate amount of such expenditures to the same person during a calendar year exceeds \$100. The treasurer shall preserve all receipted bills and accounts required to be kept by this section for periods of time to be determined by the supervisory officer.

Unauthorized
activities,
notice.

(e) Any political committee which solicits or receives contributions or makes expenditures on behalf of any candidate that is not authorized in writing by such candidate to do so shall include a notice on the face or front page of all literature and advertisements published in connection with such candidate's campaign by such committee or on its behalf stating that the committee is not authorized by such candidate and that such candidate is not responsible for the activities of such committee.

Funds solicitation,
notice.

(f) (1) Any political committee shall include on the face or front page of all literature and advertisements soliciting funds the following notice:

"A copy of our report filed with the appropriate supervisory officer is (or will be) available for purchase from the Superintendent of Documents, United States Government Printing Office, Washington, D.C. 20402."

Annual report.

(2) (A) The supervisory officer shall compile and furnish to the Public Printer, not later than the last day of March of each year, an annual report for each political committee which has filed a report with him under this title during the period from March 10 of the preceding calendar year through January 31 of the year in which such annual report is made available to the Public Printer. Each such annual report shall contain—

- (i) a copy of the statement of organization of the political committee required under section 303, together with any amendments thereto; and
- (ii) a copy of each report filed by such committee under section 304 from March 10 of the preceding year through January 31 of the year in which the annual report is so furnished to the Public Printer.

(B) The Public Printer shall make copies of such annual reports available for sale to the public by the Superintendent of Documents as soon as practicable after they are received from the supervisory officer.

REGISTRATION OF POLITICAL COMMITTEES; STATEMENTS

SEC. 303. (a) Each political committee which anticipates receiving contributions or making expenditures during the calendar year in an aggregate amount exceeding \$1,000 shall file with the supervisory officer a statement of organization, within ten days after its organization or, if later, ten days after the date on which it has information which causes the committee to anticipate it will receive contributions or make expenditures in excess of \$1,000. Each such committee in existence at the date of enactment of this Act shall file a statement of organization with the supervisory officer at such time as he prescribes.

(b) The statement of organization shall include—

- (1) the name and address of the committee;
- (2) the names, addresses, and relationships of affiliated or connected organizations;
- (3) the area, scope, or jurisdiction of the committee;
- (4) the name, address, and position of the custodian of books and accounts;
- (5) the name, address, and position of other principal officers, including officers and members of the finance committee, if any;
- (6) the name, address, office sought, and party affiliation of (A) each candidate whom the committee is supporting, and (B) any other individual, if any, whom the committee is supporting for nomination for election, or election, to any public office whatever; or, if the committee is supporting the entire ticket of any party, the name of the party;
- (7) a statement whether the committee is a continuing one;
- (8) the disposition of residual funds which will be made in the event of dissolution;
- (9) a listing of all banks, safety deposit boxes, or other repositories used;
- (10) a statement of the reports required to be filed by the committee with State or local officers, and, if so, the names, addresses, and positions of such persons; and
- (11) such other information as shall be required by the supervisory officer.

(c) Any change in information previously submitted in a statement of organization shall be reported to the supervisory officer within a ten-day period following the change.

(d) Any committee which, after having filed one or more statements of organization, disbands or determines it will no longer receive contributions or make expenditures during the calendar year in an aggregate amount exceeding \$1,000 shall so notify the supervisory officer.

REPORTS BY POLITICAL COMMITTEES AND CANDIDATES

SEC. 304. (a) Each treasurer of a political committee supporting a candidate or candidates for election to Federal office, and each candidate for election to such office, shall file with the appropriate supervisory officer reports of receipts and expenditures on forms to be prescribed or approved by him. Such reports shall be filed on the tenth day of March, June, and September, in each year, and on the fifteenth and fifth days next preceding the date on which an election is held, and also by the thirty-first day of January. Such reports shall be complete as of such date as the supervisory officer may prescribe, which shall not be less than five days before the date of filing, except that any contribution of \$5,000 or more received after the last report is filed prior to the election shall be reported within forty-eight hours after its receipt.

Receipts and
expenditures.Completion
date, exception

(b) Each report under this section shall disclose—

(1) the amount of cash on hand at the beginning of the reporting period;

(2) the full name and mailing address (occupation and the principal place of business, if any) of each person who has made one or more contributions to or for such committee or candidate (including the purchase of tickets for events such as dinners, luncheons, rallies, and similar fundraising events) within the calendar year in an aggregate amount or value in excess of \$100, together with the amount and date of such contributions;

(3) the total sum of individual contributions made to or for such committee or candidate during the reporting period and not reported under paragraph (2);

(4) the name and address of each political committee or candidate from which the reporting committee or the candidate received, or to which that committee or candidate made, any transfer of funds, together with the amounts and dates of all transfers;

(5) each loan to or from any person within the calendar year in an aggregate amount or value in excess of \$100, together with the full names and mailing addresses (occupations and the principal places of business, if any) of the lender and endorsers, if any, and the date and amount of such loans;

(6) the total amount of proceeds from (A) the sale of tickets to each dinner, luncheon, rally, and other fundraising event; (B) mass collections made at such events; and (C) sales of items such as political campaign pins, buttons, badges, flags, emblems, hats, banners, literature, and similar materials;

(7) each contribution, rebate, refund, or other receipt in excess of \$100 not otherwise listed under paragraphs (2) through (6);

(8) the total sum of all receipts by or for such committee or candidate during the reporting period;

(9) the full name and mailing address (occupation and the principal place of business, if any) of each person to whom expenditures have been made by such committee or on behalf of such committee or candidate within the calendar year in an aggregate amount or value in excess of \$100, the amount, date, and purpose of each such expenditure and the name and address of, and office sought by, each candidate on whose behalf such expenditure was made;

(10) the full name and mailing address (occupation and the principal place of business, if any) of each person to whom an expenditure for personal services, salaries, and reimbursed expenses in excess of \$100 has been made, and which is not otherwise reported, including the amount, date, and purpose of such expenditure;

(11) the total sum of expenditures made by such committee or candidate during the calendar year;

(12) the amount and nature of debts and obligations owed by or to the committee, in such form as the supervisory officer may prescribe and a continuous reporting of their debts and obligations after the election at such periods as the supervisory officer may require until such debts and obligations are extinguished; and

(13) such other information as shall be required by the supervisory officer.

(c) The reports required to be filed by subsection (a) shall be cumulative during the calendar year to which they relate, but where there has been no change in an item reported in a previous report during such year, only the amount need be carried forward. If no contributions or expenditures have been accepted or expended during a calendar year, the treasurer of the political committee or candidate shall so state.

REPORTS BY OTHERS THAN POLITICAL COMMITTEES

SEC. 305. Every person (other than a political committee or candidate) who makes contributions or expenditures, other than by contribution to a political committee or candidate, in an aggregate amount in excess of \$100 within a calendar year shall file with the supervisory officer a statement containing the information required by section 304. Statements required by this section shall be filed on the dates on which reports by political committees are filed, but need not be cumulative.

FORMAL REQUIREMENTS RESPECTING REPORTS AND STATEMENTS

SEC. 306. (a) A report or statement required by this title to be filed by a treasurer of a political committee, a candidate, or by any other person, shall be verified by the oath or affirmation of the person filing such report or statement, taken before any officer authorized to administer oaths.

(b) A copy of a report or statement shall be preserved by the person filing it for a period of time to be designated by the supervisory officer in a published regulation.

(c) The supervisory officer may, by published regulation of general applicability, relieve any category of political committees of the obligation to comply with section 304 if such committee (1) primarily supports persons seeking State or local office, and does not substantially support candidates, and (2) does not operate in more than one State or on a statewide basis.

(d) The supervisory officer shall, by published regulations of general applicability, prescribe the manner in which contributions and expenditures in the nature of debts and other contracts, agreements, and promises to make contributions or expenditures shall be reported. Such regulations shall provide that they be reported in separate schedules. In determining aggregate amounts of contributions and expenditures, amounts reported as provided in such regulations shall not be considered until actual payment is made.

Noncompliance
relief.

Debts, pledges
etc., separate
schedules.

REPORTS ON CONVENTION FINANCING

SEC. 307. Each committee or other organization which—

(1) represents a State, or a political subdivision thereof, or any group of persons, in dealing with officials of a national political party with respect to matters involving a convention held in such State or political subdivision to nominate a candidate for the office of President or Vice President, or

(2) represents a national political party in making arrangements for the convention of such party held to nominate a candidate for the office of President or Vice President, shall, within sixty days following the end of the convention (but not later than twenty days prior to the date on which presidential and vice-presidential electors are chosen), file with the Comptroller General of the United States a full and complete financial statement, in such form and detail as he may prescribe, of the sources from which it derived its funds, and the purposes for which such funds were expended.

DUTIES OF THE SUPERVISORY OFFICER

SEC. 308. (a) It shall be the duty of the supervisory officer—

(1) to develop and furnish to the person required by the provisions of this Act prescribed forms for the making of the reports and statements required to be filed with him under this title;

(2) to prepare, publish, and furnish to the person required to

file such reports and statements a manual setting forth recommended uniform methods of bookkeeping and reporting;

(3) to develop a filing, coding, and cross-indexing system consonant with the purposes of this title;

(4) to make the reports and statements filed with him available for public inspection and copying, commencing as soon as practicable but not later than the end of the second day following the day during which it was received, and to permit copying of any such report or statement by hand or by duplicating machine, as requested by any person, at the expense of such person: *Provided*, That any information copied from such reports and statements shall not be sold or utilized by any person for the purpose of soliciting contributions or for any commercial purpose;

(5) to preserve such reports and statements for a period of ten years from date of receipt, except that reports and statements relating solely to candidates for the House of Representatives shall be preserved for only five years from the date of receipt;

(6) to compile and maintain a current list of all statements or parts of statements pertaining to each candidate;

(7) to prepare and publish an annual report including compilations of (A) total reported contributions and expenditures for all candidates, political committees, and other persons during the year; (B) total amounts expended according to such categories as he shall determine and broken down into candidate, party, and nonparty expenditures on the National, State, and local levels; (C) total amounts expended for influencing nominations and elections stated separately; (D) total amounts contributed according to such categories of amounts as he shall determine and broken down into contributions on the national, State, and local levels for candidates and political committees; and (E) aggregate amounts contributed by any contributor shown to have contributed in excess of \$100;

(8) to prepare and publish from time to time special reports comparing the various totals and categories of contributions and expenditures made with respect to preceding elections;

(9) to prepare and publish such other reports as he may deem appropriate;

(10) to assure wide dissemination of statistics, summaries, and reports prepared under this title;

(11) to make from time to time audits and field investigations with respect to reports and statements filed under the provisions of this title, and with respect to alleged failures to file any report or statement required under the provisions of this title;

(12) to report apparent violations of law to the appropriate law enforcement authorities; and

(13) to prescribe suitable rules and regulations to carry out the provisions of this title:

(b) The supervisory officer shall encourage, and cooperate with, the election officials in the several States to develop procedures which will eliminate the necessity of multiple filings by permitting the filing of copies of Federal reports to satisfy the State requirements.

(c) It shall be the duty of the Comptroller General to serve as a national clearinghouse for information in respect to the administration of elections. In carrying out his duties under this subsection, the Comptroller General shall enter into contracts for the purpose of conducting independent studies of the administration of elections. Such studies shall include, but shall not be limited to, studies of—

(1) the method of selection of, and the type of duties assigned to, officials and personnel working on boards of elections;

(2) practices relating to the registration of voters; and

(3) voting and counting methods.

Studies made under this subsection shall be published by the Comptroller General and copies thereof shall be made available to the general public upon the payment of the cost thereof. Nothing in this subsection shall be construed to authorize the Comptroller General to require the inclusion of any comment or recommendation of the Comptroller General in any such study.

(d) (1) Any person who believes a violation of this title has occurred may file a complaint with the supervisory officer. If the supervisory officer determines there is substantial reason to believe such a violation has occurred, he shall expeditiously make an investigation, which shall also include an investigation of reports and statements filed by the complainant if he is a candidate, of the matter complained of. Whenever in the judgment of the supervisory officer, after affording due notice and an opportunity for a hearing, any person has engaged or is about to engage in any acts or practices which constitute or will constitute a violation of any provision of this title or any regulation or order issued thereunder, the Attorney General on behalf of the United States shall institute a civil action for relief, including a permanent or temporary injunction, restraining order, or any other appropriate order in the district court of the United States for the district in which the person is found, resides, or transacts business. Upon a proper showing that such person has engaged or is about to engage in such acts or practices, a permanent or temporary injunction, restraining order, or other order shall be granted without bond by such court.

(2) In any action brought under paragraph (1) of this subsection, subpoenas for witnesses who are required to attend a United States district court may run into any other district.

(3) Any party aggrieved by an order granted under paragraph (1) of this subsection may, at any time within sixty days after the date of entry thereof, file a petition with the United States court of appeals for the circuit in which such person is found, resides, or transacts business, for judicial review of such order.

(4) The judgment of the court of appeals affirming or setting aside, in whole or in part, any such order of the district court shall be final, subject to review by the Supreme Court of the United States upon certiorari or certification as provided in section 1254 of title 28, United States Code.

(5) Any action brought under this subsection shall be advanced on the docket of the court in which filed, and put ahead of all other actions (other than other actions brought under this subsection).

STATEMENTS FILED WITH STATE OFFICERS

Sec. 309. (a) A copy of each statement required to be filed with a supervisory officer by this title shall be filed with the Secretary of State (or, if there is no office of Secretary of State, the equivalent State officer) of the appropriate State. For purposes of this subsection, the term "appropriate State" means—

(1) for reports relating to expenditures and contributions in connection with the campaign for nomination for election, or election, of a candidate to the office of President or Vice President of the United States, each State in which an expenditure is made by him or on his behalf, and

(2) for reports relating to expenditures and contributions in connection with the campaign for nomination for election, or election, of a candidate to the office of Senator or Representative in,

Publication.

Violation.

Hearing
opportunities
injunctionJudicial
review.

62 Stat. 928.

"Appropriate
State."Public
inspection.

Preservation.

Annual report.

Information
dissemination.Rules and
regulations.Comptroller
General,
information
and studies.

or Delegate or Resident Commissioner to, the Congress of the United States, the State in which he seeks election.

(b) It shall be the duty of the Secretary of State, or the equivalent State officer, under subsection (a)—

(1) to receive and maintain in an orderly manner all reports and statements required by this title to be filed with him;

(2) to preserve such reports and statements for a period of ten years from date of receipt, except that reports and statements relating solely to candidates for the House of Representatives shall be preserved for only five years from the date of receipt;

(3) to make the reports and statements filed with him available for public inspection and copying during regular office hours, commencing as soon as practicable but not later than the end of the day during which it was received, and to permit copying of any such report or statement by hand or by duplicating machine, requested by any person, at the expense of such person; and

(4) to compile and maintain a current list of all statements or parts of statements pertaining to each candidate.

PROHIBITION OF CONTRIBUTIONS IN NAME OF ANOTHER

SEC. 310. No person shall make a contribution in the name of another person, and no person shall knowingly accept a contribution made by one person in the name of another person.

PENALTY FOR VIOLATIONS

SEC. 311. (a) Any person who violates any of the provisions of this title shall be fined not more than \$1,000 or imprisoned not more than one year, or both.

(b) In case of any conviction under this title, where the punishment inflicted does not include imprisonment, such conviction shall be deemed a misdemeanor conviction only.

TITLE IV—GENERAL PROVISIONS

EXTENSION OF CREDIT BY REGULATED INDUSTRIES

SEC. 401. The Civil Aeronautics Board, the Federal Communications Commission, and the Interstate Commerce Commission shall each promulgate, within ninety days after the date of enactment of this Act, its own regulations with respect to the extension of credit, without security, by any person regulated by such Board or Commission to any candidate for Federal office (as such term is defined in section 301(c) of the Federal Election Campaign Act of 1971), or to any person on behalf of such a candidate, for goods furnished or services rendered in connection with the campaign of such candidate for nomination for election, or election, to such office.

PROHIBITION AGAINST USE OF CERTAIN FEDERAL FUNDS FOR ELECTION ACTIVITIES

SEC. 402. No part of any funds appropriated to carry out the Economic Opportunity Act of 1964 shall be used to finance, directly or indirectly, any activity designed to influence the outcome of any election to Federal office, or any voter registration activity, or to pay the salary of any officer or employee of the Office of Economic Opportunity who, in his official capacity as such an officer or employee, engages in any such activity. As used in this section, the term "election" has the same meaning given such term by section 301(a) of the Fed-

78 Stat. 508.
42 USC 2701
note.

"Election,"

eral Election Campaign Act of 1971, and the term "Federal office" has the same meaning given such term by section 301(c) of such Act.

"Federal
office."
Ante, p. 11.

EFFECT ON STATE LAW

SEC. 403. (a) Nothing in this Act shall be deemed to invalidate or make inapplicable any provision of any State law, except where compliance with such provision of law would result in a violation of a provision of this Act.

(b) Notwithstanding subsection (a), no provision of State law shall be construed to prohibit any person from taking any action authorized by this Act or from making any expenditure (as such term is defined in section 301(f) of this Act) which he could lawfully make under this Act.

PARTIAL INVALIDITY

SEC. 404. If any provision of this Act, or the application thereof to any person or circumstance, is held invalid, the validity of the remainder of the Act and the application of such provision to other persons and circumstances shall not be affected thereby.

REPEALING CLAUSE

SEC. 405. The Federal Corrupt Practices Act, 1925 (2 U.S.C. 241-256), is repealed.

EFFECTIVE DATE

SEC. 406. Except as provided for in section 401 of this Act, the provisions of this Act shall become effective on December 31, 1971, or sixty days after the date of enactment of this Act, whichever is later.

Approved February 7, 1972.

43 Stat. 1070.

LEGISLATIVE HISTORY:

HOUSE REPORTS: No. 92-564 accompanying H.R. 11060 (Comm. on House Administration) and No. 92-752 (Comm. of Conference).

SENATE REPORTS: No. 92-96 (Comm. on Commerce), No. 92-229 (Comm. on Rules and Administration) and No. 92-580 (Comm. of Conference).

CONGRESSIONAL RECORDS:

Vol. 117 (1971): July 21, 23, Aug. 2-5, considered and passed Senate.
Nov. 18, 29, 30, considered and passed House,
amended, in lieu of H.R. 11060.

Dec. 14, Senate agreed to conference report.

Vol. 118 (1972): Jan. 19, House agreed to conference report.

WEEKLY COMPILATION OF PRESIDENTIAL DOCUMENTS, Vol. 8, No. 7:
Feb. 7, Presidential statement.

APR 19 1972

UNITED STATES SENATE

Office of the Secretary of the Senate
Washington, D.C. 20510

REGISTRATION FORM AND STATEMENT OF ORGANIZATION FOR POLITICAL COMMITTEES

SUPPORTING CANDIDATES FOR U.S. SENATE AND ANTICIPATING CONTRIBUTIONS OR EXPENDITURES IN EXCESS OF \$1,000 IN ANY CALENDAR YEAR

REQUIREMENTS FOR REGISTRATION OF POLITICAL COMMITTEES
(In accordance with the provisions of the Federal Elections Campaign Act of 1971)

A. This registration form will be filed with the Secretary of the Senate by the Treasurer of each political committee which anticipates receiving contributions or making expenditures during the calendar year in an aggregate amount exceeding \$1,000, any portion of which is for the purpose of influencing the nomination or election of candidates for the U.S. Senate. It will be filed within 10 days after organization of the committee, or 10 days after the date on which the committee has information which causes it to anticipate contributions or expenditures in excess of \$1,000, any portion of which is for the purpose of influencing the nomination or election of candidates for the U.S. Senate. Each such committee in existence on April 7, 1972, shall file a statement of organization with the Secretary of the Senate on or before April 17, 1972.

B. If the committee also supports candidates for the U.S. House of Representatives or for President of the United States, similar statements must be filed with the Clerk of the House of Representatives or the Comptroller General of the United States, respectively. A copy of each such statement of organization must also be filed with the Secretary of State of the appropriate State(s).

C. A copy of this registration and statement of organization shall be preserved by the treasurer of the political committee for a period of 6 years.

D. Any change or correction of information previously submitted in a statement of organization shall be reported to the Secretary of the Senate within 10 days following the change or correction. Amendment to a statement shall contain the date, identity of the committee, and the changed or corrected information, appropriately identified. Such amendment shall be verified by oath or affirmation.

E. Any committee which, after having made one or more statements of contribution, disbursement, or determines it will no longer receive contributions or make expenditures during the calendar year in an aggregate amount exceeding \$1,000 shall so notify the Secretary of the Senate. Such notification shall be verified by oath or affirmation and shall include a statement as to the disposition of residual funds if the committee is disbanded.

(See Manual of the Secretary of the Senate for Detailed Regulations and Instructions)

1. Full name of committee: Friends of John Tower

Address: P. O. Box 1972
Austin, Texas 78767

Date of this registration: April 14, 1972 Identification Number Assigned by Secretary 8000000227

2. Affiliated or connected organizations: (See definition on page 4)

Name of affiliated or connected organization	Mailing address and ZIP code	Relationship
Texas for Tower	P. O. Box 1972 Austin, Texas 78767	Parent

3. Area, Scope and Jurisdiction of the Committee:

- (a) Will this committee operate in more than one State? NO
(b) Will it operate on a statewide basis in one State? YES
(c) Will it primarily support candidates at the State and local level? NO
(d) Will it support a candidate for the U.S. Senate in an aggregate amount in excess of \$1,000 during the calendar year? YES

*Submit additional information on separate continuation sheets appropriately labeled and attached to this Statement of Organization. Indicate in the appropriate box above if the information is contained on a separate sheet.

SENATE ELECTION FORM 1

Name of Committee Friends of John Tower

4. (a) If committee is supporting individual candidates for the U.S. Senate, list each candidate by name, address, and party affiliation:

Full names of candidates	Mailing address and ZIP code	State	Party
John Goodwin Tower	1609 Sparks Wichita Falls	Texas 76302 TX	Republican REP C58

- (b) List by name, address, office sought, and party affiliation, any candidate for other Federal office that this committee is supporting:

Full names of candidates	Mailing address and ZIP code	Office sought	Party
NONE			

- (c) List by name, address, office sought, and party affiliation, any candidate for any other public office that this committee is supporting:

Full names of candidates	Mailing address and ZIP code	Office sought	Party
NONE			

5. If this committee is supporting the entire ticket of a party, give name of party: _____

6. Identify by name, address and position, the committee's custodian of books and accounts:

Full name	Mailing address and ZIP code	Committee title or position
	Austin, Texas 78758	Treasurer

7. List by name, address and position, other principal officers of the committee, including of members of the finance committee, if any:

Full name	Mailing address and ZIP code	Committee title or position
	Austin, Texas 78767	Chairman
	Austin, Texas	Manager

*Submit additional information on separate continuation sheets appropriately labeled and attached to this Statement of Organization. The appropriate box above if the information is continued on a separate sheet.

b6
b7C

8. Does this committee plan to stay in existence beyond the current calendar year? NO If so, how long? _____

9. In the event of dissolution, what disposition will be made of residual funds? _____
Transfer to Texans for Tower

10. List all banks or other repositories in which the committee deposits funds, holds accounts, rents safety deposit boxes or maintains funds.

Name of bank, repository, etc.	Mailing address and ZIP code
City National Bank Austin National Bank Capitol National Bank 1st National Bank of Killeen	823 Congress, Austin, Texas 78701 Congress at Fifth, Austin, Texas 78701 7th at Colorado, Austin, Texas 78701 P. O. Box 937, Killeen, Texas 76541

11. List all reports required to be filed by this committee with States and local jurisdictions, together with the names, addresses, and positions of the recipients of the reports.

Report title	Dates required to be filed	Name and position of recipient	Mailing address and ZIP code
Report of Receipts and Expenditures	10/30/72 11/1/72	Bob Bullock Secretary of State State of Texas	Capital Building.

*Submit additional information on separate continuation sheets appropriately labeled and attached to this Statement of Organization. Indicate in the appropriate box above if the information is contained on a separate sheet.

State of TEXAS

County of TRAVIS

I, _____, being duly sworn, depose (affirm) and say that the information in this Registration Form and Statement of Organization is complete, true and correct.

(Full Name of Treasurer of Political Committee)

(Signature of Treasurer of Political Committee)

Subscribed and sworn to (affirmed) before me this 17th day of April A.D. 1972

Jaqueline J. Saly
(Notary Public)
My commission expires June 1, 1973

[SEAL]

RETURN COMPLETED REPORT AND ATTACHMENTS TO:
Hon. Francis R. Valeo, Secretary of the Senate, U.S. Capitol, Washington, D.C. 20510

APR 24 1972
UNITED STATES SENATE

Office of the Secretary of the Senate

**RECEIPTS AND EXPENDITURES REPORT
 OF COMMITTEES**

**SUPPORTING CANDIDATE(S) FOR NOMINATION OR FOR ELECTION
 AS UNITED STATES SENATOR**

Name of Committee Friends Of John Tower
 Address P. O. Box 1972
Austin, Texas 78767

Identification Number

8227

REPORT IDENTITY

(See Paragraph A under "General Information" on the back of this page.)

(a) Periodic report due: March 10 _____ September 10 _____
 (Check one) June 10 _____ January 31 _____
 (b) 1st Preelection report due 15 days before the (c) 2d Preelection report due 5 days before the
 General Election on _____ (Date) (Check) (Date)
 Special Election on _____
 Primary Election on May 6 _____
 Runoff Election on _____
 Caucus or Convention on _____

(d) This is also a: First report _____ Termination report **XXXX**
 (Check only when applicable)

VERIFICATION BY OATH OR AFFIRMATION

State of TEXAS
 County of TRAVIS ss.

I, _____, being duly sworn, depose (affirm) and say
 (Full Name of Treasurer of Committee)
 that this Receipts and Expenditures Report is complete, true, and correct.

Subscribed and sworn to (affirmed) before me this 18 day of April, A.D., 19 72

Jacqueline S. Soley
 (Notary Public)
 My Commission Expires June 1, 19 73

[SEAL]

RETURN COMPLETED REPORT AND ATTACHMENTS TO:
 Hon. Francis R. Valeo, Secretary of the Senate, U.S. Capitol, Washington, D.C. 20510

SENATE ELECTION FORM 3

b6
 b7c

SUMMARY REPORT COVERING PERIOD FROM April 7 THRU April 18, 1972

Column A—
Take period

Column B—
Calendar year
to date

Part 1. Individual contributions:

a. Itemized (use schedule A*) s. None

b. Unitemized-----

Total individual contributions \$ None \$

Part 2. Sales and collections:

Itemized (use schedule B*) None

Part 3. Loans received:

a. Itemized (use schedule A) _____ \$ _____

b. Unitemized..... 1

Total loans received: None

Part 9. Other receipts (refunds, rebates, interest, etc.):

a. Itemized (use schedule A*).....

b. Unitemized.....

Total other receipts None

Part 5. Transfers in:

Itemize all (use schedule A*) None \$.....

TOTAL RECEIPTS None \$

SECTION B—EXPENDITURES:

Part 6. Communications media expenditures:

Itemize all (use schedule C*)..... None

Part 2 Expenditures for personal services, salaries, and reimbursed expenses:

a. Itemized (use schedule D*)..... \$.

b. Unitemized..... 1

Total expenditures for personal services, salaries, and reimbursed expenses : None

~~Part 5~~ Loans made:

a. Itemized (use schedule D*).....

b. Unitemised..... 8.

Total loans made \$ None

Part 9. Other expenditures:

a. Itemized (use Schedule C) _____

b. Unitemized.....

Total other expenditures: None

Part 10. Transfers out:

Itemize all (use schedule D*)..... 252,114.65 252,114.65

TOTAL EXPENDITURES 252,114.65 252,114.65

SECTION C—CASH BALANCES:

Cash on hand at beginning of reporting period.....	252,114.65
--	------------

Add total receipts (section A above)..... \$ -0-

Subtotal	252,114.65
----------	------------

Subtract total expenditures (section B above)..... \$252,114.65

Cash on hand at close of reporting period..... \$ -0-

SECTION D—DEBTS AND OBLIGATIONS:

Part 11. Debts and obligations owed to the committee (use schedule E*)..... None

Part 12. Debts and obligations owed by the committee (use schedule E*) None

*Schedules are to be used only when itemization is required. (See each Schedule for instructions.) When itemization is unnecessary for a given Part, the total of any amounts for that Part is to be entered on a lump sum on the "Unallocated" line of the appropriate Part of the Summary Report. The word "None" should be entered on any line of the Summary Report when no amount is being reported.

ITEMIZED EXPENDITURES—PERSONAL SERVICES, LOANS, AND TRANSFERS

Part No. 10
(Use for itemizing Part 7, 8, or 10)

[illegible]Page 1

SSP

CLASS
SRCD

FEB 10 '89 09:23 FBI-OKLA.CITY

P.1

REC-448 (Rev. 9-1-76)

Transmit attached by Facsimile - CLEAR

Precedence Immediate

To: Director, FBI
From: SAC, Oklahoma City
Subject: John Goodwin Tower

Date: 2/10/89

Time: Transmitted -

Initials -

- ☐ Fingerprint Photo ☐ Fingerprint Record ☐ Map ☒ Newspaper clipping ☐ Photograph
☐ Artists Conception ☐ Other

Special handling instructions:

Hand carry to 111 Room 4371
SPIN UNIT

161-20403-378

7 APR 25 1989

ENCLOSURE

Approved: *RH/jad*

file 6/2pm
FBI/DOJ

FEB 10 '89 9:21

Treat as OIS.

PAGE.001



161-20403-378
ENCLOSURE

(Mount Clipping in Space Below)

(Indicate page, name of newspaper, city and state.)

The Daily Oklahoman
Oklahoma City, Oklahoma

Date: 2/10/89

Edition: Morning

Bellmon Says He Warned Bush About Nominating Tower

Title: John Goodwin Tower

Character: SPIN

or

Classification:

Submitting Office: OKLAHOMA CITY

Indexing:

By Paul English
Staff Writer

Gov. Henry Bellmon said Thursday he once called President Bush to argue against the appointment of John Tower as secretary of defense, because of Tower's ties to the defense industry.

"I felt like Mr. Tower's connections with the defense industry would put him in a very compromised position," Bellmon said.

Bellmon, who served in the U.S. Senate with Tower for 12 years, said

On Page 11:

• Democrats Leery of Tower

Tower was "a difficult man to work with in many ways."

Asked how the president responded to his criticism of Tower, Bellmon said, "Well, you can tell what it was. He went ahead and appointed him anyway."

The nomination of Tower has run into trouble in the Senate Armed Ser-

vices Committee where chairman Sam Nunn, D-Georgia, has expressed doubts about Tower's fitness.

"I was a little surprised and very deeply impressed in a negative sort of a way when I read that Sam Nunn, whom I respect a great deal, has said that if he had to vote at the present time he would vote no," Bellmon said. "That's a pretty serious indictment."

"But I have no access to whatever intelligence the committee has been furnished," he said.

Nunn has said he had doubts about Tower's sobriety, his fitness to be in the chain of command of the nuclear arsenal and the competence of an FBI inquiry into Tower's dealings.

Asked about his relationship with Tower while he was in the Senate, Bellmon said, "If you're asking me if I parted with him, the answer is no."

When a reporter inquired whether Bush made a mistake by selecting Tower, Bellmon said, "Well, I think I've said enough on this one. I might say that I called the president and

talked to him directly on this issue before the appointment was made.

"I'm not terribly surprised by some of the revelations that have come out," he said.

Bellmon said he didn't know whether his comments on the Tower appointment ought to be made public. "What happens, if he gets confirmed?" he said.

The Republican governor said he had not been contacted by the FBI to discuss his knowledge of Tower's activities.

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ AIRTEL

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 02/10/89

TO: DIRECTOR, FBI (161-20403)
 (ATTN: [REDACTED] UNIT CHIEF,
 SPECIAL INQUIRY UNIT,
 CRIMINAL INVESTIGATIVE DIVISION)

FROM: SAC, OKLAHOMA CITY (161A-1338) (P)

JOHN GOODWIN TOWER;
 SPIN (A)
 OO: Bureau

Re telcal of ASAC [REDACTED] Oklahoma City, to SPIN
 Unit Chief [REDACTED] 2/10/89, and Oklahoma City facsimile to the
 Bureau 2/10/89.

Enclosed are an original and one copy of an FD-302
 reflecting the results of an interview of HENRY BELLMON, Governor
 of Oklahoma, on 2/10/89.

Referenced facsimile transmitted a copy of a newspaper
 article appearing on the front page of the 2/10/89 edition of
The Daily Oklahoman, captioned "BELLMON Says He Warned BUSH
 about nominating TOWER."

Approval was obtained during referenced tel call (based on
 the content of the article) to conduct an interview of Oklahoma's
 Republican Governor, HENRY BELLMON, concerning JOHN TOWER.

Efforts to conduct an in-person interview with the
 Governor were not successful as his appointment secretary advised
 that he did not care to be interviewed for the reason that he
 possessed no pertinent knowledge of TOWER's activities other than
 what was already contained in The Daily Oklahoman article.

SAC RONALD A. HOVERSON then contacted the Governor
 directly, by telephone, and interviewed him. Results of that
 interview are set forth in the enclosed FD-302.

2 - Bureau (Enc. 2)
 2 - Oklahoma City
 JAO:ow
 (4) CC DESTROYED

APR 25 1989

Approved: RH/jml

Transmitted

(Number) (Time)

Per

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 2/10/89

HENRY BELLMON, Governor for the State of Oklahoma, was reached telephonically by RONALD A. HOVERSON, Special Agent in Charge, FBI, Oklahoma City. Upon being advised of the identity of the caller, Governor BELLMON consented to being interviewed regarding his knowledge of JOHN TOWER, nominee for the position of Secretary of Defense.

Governor BELLMON was aware that the interview was prompted by a front page newspaper article appearing in The Daily Oklahoman on February 10, 1989, entitled "BELLMON Says He Warned BUSH About Nominating TOWER."

Governor BELLMON apologized for the fact that the article appeared in the newspaper commenting that he had no idea his remarks would be made public. He advised that he has had no contact with JOHN TOWER since he (BELLMON) left the U.S. Senate in January of 1981. He related that he had, in fact, contacted President GEORGE BUSH about the prospect of Mr. TOWER's nomination to become Secretary of Defense and informed the President that he had found Mr. TOWER to be a very difficult person to deal with when they were fellow Senators. In particular, he pointed out to the President that he believed Mr. TOWER was unreasonable regarding defense contract issues in that he was overly supportive of the positions taken by private defense contractors.

The Governor advised he had no knowledge of Mr. TOWER's personal life to provide to the FBI and nothing had come to his attention about his alcohol consumption habits or alleged "womanizing."

In conclusion, the Governor said he knew of no one else he could refer the FBI to for interview regarding either Mr. TOWER's dealings with defense contractors or his personal life.

Investigation on 2/10/89 at Oklahoma City, Oklahoma File # OC 161A-1338

by SAC RONALD A. HOVERSON:ow Date dictated 2/10/89

RH/yad
161-20403-379
ENCLOSURE

BY COURIER

Date: February 10, 1989

To:

Personnel Investigation Division
Bureau of Diplomatic Security
2121 Virginia Ave., N.W.
4th Floor SA-10
Washington, D.C.

b6
b7C

From: Floyd I. Clarke
Assistant Director
Criminal Investigative Division

Subject: JOHN GOODWIN TOWER
SPECIAL INQUIRY - PRESIDENTIAL APPOINTMENT
WITH SENATE CONFIRMATION

Reference is made to a prior request by the FBI dated 12/19/89 concerning the background investigation of Senator Tower.

The FBI is in receipt of a request from the White House to conduct an expedite background investigation concerning Senator Tower who is being considered for Secretary of Defense which requires Senate confirmation.

Senator Tower was born on 9/29/25, in Houston, Texas. He has Social Security number 451-46-9866.

It has been alleged that [redacted] after his receipt of a \$350,000 loan from the Small Business Administration (SBA) in late 1971 or early 1972, proceeded to extend a loan of \$250,000 two weeks later to Senator Tower's campaign fund. It has been intimated that the alleged loan to Senator Tower's campaign fund may have been a consequence of Senator Tower's friendship with Hillary Sandoval (phonetic) who was the Administrator of the SBA during this time frame. [redacted] should be thoroughly interviewed regarding any impropriety as to the awarding of the SBA loan or to [redacted] alleged loan to Senator Tower's campaign fund. It is also requested that the amount of each loan be verified and that [redacted] provide the name(s) of any person(s) who are knowledgeable regarding these transactions.

NOTE: This lead is being sent to the Department of State a per the interview of Hank Grover by Houston on 2/7/89. On 2/10/89 SSA [redacted] telephonically contacted [redacted] to request expeditious handling of this lead.

RETURN TO [redacted] ROOM 4371

MAIL ROOM ☐

7 APR 25 1989

OLIA
RAM/rnt

RETURN TO [redacted] ROOM 4371

MAIL ROOM ☐

Exec AD Adm. _____
Exec AD Inv. _____
Exec AD LES _____
Asst. Dir.: _____
Adm. Servs. _____
Crim. Inv. _____
Ident. _____
Insp. _____
Intell. _____
Lab. _____
Legal Coun. _____
Off. Cong. & Public Affs. _____
Rec. Mgnt. _____
Tech. Servs. _____
Training _____
Off. Liaison & Int. Affs. _____
Telephone Rm. _____
Director's Sec'y _____

*Consolidated
State Dept
2/10/89
expedite lead
courtesy*

*del
pm*

[redacted]
[redacted] can be contacted at either [redacted]
[redacted] Republic of South Africa, 6312, telephone
number [redacted] or [redacted] Republic of
South Africa, 6350, telephone number [redacted]

It is requested that [redacted] be interviewed as soon as possible regarding his knowledge, if any, of these allegations. It is further requested that you convey the results of [redacted] interview to the FBI (Attention: Special Inquiry Unit, telephone [redacted] or facsimile (FTS) 325-2574) as soon as possible due to the prominence of Senator Tower's nomination. The Senate is scheduled to reconvene on 2/20/89. Therefore, if at all possible, the FBI requests that the results of [redacted] interview by 2/13/89 so that any additional leads generated by the interview of [redacted] can be conducted prior to the Senate's reconvention.

Due to the sensitivity of this allegation, it is requested that dissemination of this information be limited to those personnel who would routinely have a "need to know" or be familiar with this information in order to allow coverage of this lead.

Your assistance in this matter is greatly appreciated.

FEB 10 '89 09:50 FBI - SAN ANTONIO

P.1

FD-448 (Rev. 9-18-78)

SPECIAL INQUIRY
UNIT

Transmit attached by Facsimile - **UNCLAS** FEB 10 10 56 AM '89
RECEIVED-FBI
Precedence PRIORITY

To: DIRECTOR, FBI
From: SAC, SAN ANTONIO (161A-1) (P)
Subject: JOHN GOODWIN TOWER
SPIN

Date: 2/10/89

Time Transmitted -

Initials -

☐ Fingerprint Photo ☐ Fingerprint Record
☐ Artists Conception

☐ Map ☐ Newspaper clipping ☐ Photograph
Other Two teletypes

Special handling instructions:

Fax to spin unit, phone

number

161-70403-381

APR 25 1989

ENCLOSURE
ENCLOSURE ATTACHED

file

Approved:

[Signature]

[Signature]

FBI/DOJ

FEB 10 1989 10:46

Treat as original

161-70403-381



ENCLOSURE

161-20463-381

FD-36 (Rev. 8-29-85)

FBI

TRANSMIT VIA:

☒ Teletype
☐ Facsimile

PRECEDENCE:

☒ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☒ UNCLASDate 2/9/89

1 FM FBI SAN ANTONIO (161A-1466) (P)

2 TO DIRECTOR FBI/IMMEDIATE/

3 FBI WMFO (161A-19411) /IMMEDIATE/

5 UNCLAS

6 CITE: //3770//

8 SUBJECT: JOHN GOODWIN TOWER; SPIN (A); BUDED: PAST.

9 REFERENCE TELCAL OF SA [] TO ANALYST []

b6
b7C10 [] SPIN UNIT, ON FEBRUARY 8, 1989 AND HOUSTON TELETYPE TO
11 DIRECTOR, EL PASO, SAN ANTONIO AND WMFO.12 INVESTIGATION AT TEXAS SECRETARY OF STATE'S OFFICE IN
13 AUSTIN, TEXAS REVEALED THAT THERE ARE NO CURRENT FILES REGARDING
14 CAMPAIGN CONTRIBUTIONS TO SENATOR TOWER.15 TELEPHONE CONTACT WAS MADE WITH THE FEDERAL ELECTION
16 COMMISSION (FEC), 999E STREET, WASHINGTON, D.C., TELEPHONE NUMBER

19 San Antonio

20 JDW:sdp

21

Approved: CP/ew

Transmitted

040/00021547
(Number) (Time)Per lul

FEB 10 '89 10:46

#202 3- 512 325 6741 PAGE. 33

^PAGE TWO SA 161A-1466 UNCLAS

(800) 424-9530. THEY STATED THAT THE FEC DID NOT EXIST PRIOR TO 1976 BUT THAT THE RECORDS IN QUESTION SHOULD BE ON MICROFILM AND ARE AVAILABLE FOR REVIEW AT THEIR OFFICE.

WMFO AT WASHINGTON, D.C. REVIEW RECORDS AT FEDERAL ELECTION COMMISSION REGARDING ABBOTT'S CAMPAIGN CONTRIBUTION TO TOWER'S RE-ELECTION CAMPAIGN

FEB 10 '89 12:24 FBI - SAN ANTONIO

P.1

FD-448 (Rev. 9-18-78)

Transmit attached by Facsimile -

UNCLAS

320 2574
SPECIAL INQUIRY
FEB 10 2 16 PM '89
RECEIVED-FBI

Precedence PRIORITY

To: FBI DIRECTOR, ATTN: SSA [REDACTED]

Date: 2/10/89

b6
b7c

From: SAC, SAN ANTONIO (161-140)

Time: Transmitted -

Subject: JOHN GOODWIN TOWER
SPIN

Initials -

☐ Fingerprint Photo

☐ Fingerprint Record

☐ Map

☐ Newspaper clipping

☐ Photograph

☐ Artists Conception

Other

FD-302

Special handling instructions:

HANDCARRY TO [REDACTED]

APR 25 1989

3-ENCLOSURE

ENCLOSURE ATTACHED

TREAT AS ORIGINAL

FEB 10 '89 13:20

#202 3- 512 225 6741 PAGE.001

FBI/DOJ



ENCLOSURE

161-20103-382

T-1 is identical to [redacted] former [redacted]
[redacted]

b6
b7C
b7D

Source was opened [redacted] and closed on [redacted]
[redacted] due to the fact he could no longer provide
information of significant value on White Collar Crime matters.
During operation of this informant he provided positive
information on value

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 2/10/89

[redacted] fully advised that he was present when [redacted] at the [redacted] in San Antonio, Texas, stated that JOHN TOWER [redacted] involved with young men. T-1 advised this comment [redacted] approximately two years ago.

b6
b7c

T-1 further advised within the past few months he overheard [redacted] [redacted] employee in San Antonio, state that whenever TOWER travels to the Rio Grande Valley, an individual named [redacted] allegedly obtains "women" for TOWER. He added that this was [redacted] only job". T-1 could provide no additional information.

Original

Investigation on 2/9/89 at San Antonio, Texas San Antonio
File # 161A-1466

by SA [redacted] MPA/cm Date dictated 2/9/89

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00224

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02/10/89

UNCLAS

IMMEDIATE

FM DIRECTOR, FBI

TO FBI DALLAS (161A-2025) IMMEDIATE

FBI EL PASO (161A-NEW) IMMEDIATE

FBI SAN ANTONIO (161-1466) IMMEDIATE

FBI WMFO (161A-1941) IMMEDIATE

BT

UNCLAS

JOHN GOODWIN TOWER; SPIN (A); BUDED: PAST

RE EL PASO T/T TO FBIHQ, DATED 2-8-89 AND RE FD-302S OF
HANK GROVER [REDACTED] DATED 2-9-89, FACSIMILED
TO EL PASO, DALLAS AND SAN ANTONIO ON 2-10-89.

b6
b7C

EL PASO IS REQUESTED TO LOCATE AND INTERVIEW [REDACTED]
WHO WAS ALLEGEDLY A [REDACTED] OF THE SMALL BUSINES
ADMINISTRATION (SBA), IN EL PASO, WHO WAS INVOLVED IN THE SBA
LOAN OF 350,000 TO [REDACTED] IT IS UNKNOWN IF
[REDACTED] IS STILL AN EMPLOYEE OF THE SBA.

EL PASO IS ALSO REQUESTED TO INTERVIEW [REDACTED]

FIC/R. del

RS/KLB

02/10/89

4371

RETURN TO [REDACTED] ROOM 4371

APR 25 1989

6/pm

COLORADO STATE BANK (CSB), EL PASO, TEXAS WHO IS BELIEVED TO HAVE PROCESSED LOAN. [] MAY BE RETIRED AND RESIDING IN EL PASO AS THE CSB MAY NOW BE DOING BUSINESS UNDER ANOTHER NAME. EL PASO IS ALSO REQUESTED TO INTERVIEW ANY OTHER CSB OFFICIAL WHO PARTICIPATED IN OBTAINMENT/PROCESSING OF LOAN.

b6
b7C

DALLAS IS REQUESTED TO INTERVIEW []

[] ARLINGTON, TEXAS, RE-KNOWLEDGE OF INSTANT LOAN AND ANY IMPROPRIETY BY APPOINTEE REGARDING SAME. CONTACT

[] RE: HOW TO LOCATE [] IN ORDER TO ASSIST SAN ANTONIO IN LOCATION OF []

WMFO IS REQUESTED TO LOCATE AND INTERVIEW [] STAFF EMPLOYEE FOR THE SENATE SUBCOMMITTEE ON SBA MATTERS (NOT FURTHER IDENTIFIED) RE: IF AND WHY HE INTERVIEWED [] FOR 1976-78 RE SBA LOAN TO []

WMFO IS ALSO REQUESTED TO REINTERVIEW [] FORMER [] WHO HAS REJOINED THE [] [] RE HIS DETAILED KNOWLEDGE OF APPOINTEE'S ALLEGED DRINKING. SPECIFICALLY, DETERMINE WHO [] FEELS WOULD BE A KNOWLEDGEABLE WITNESS AND ASK ALL INTERVIEWEES IF APPOINTEES DRINKING WOULD ADVERSELY EFFECT HIS

1 3

PERFORMANCE AS SECRETARY OF DEFENSE, WOULD MAKE HIM
SUSCEPTIBLE TO COMPROMISE AND/OR DIVULGE SENSITIVE INFORMATION
AND SPECIFY ANY TYPE AND NUMBER OF DRINKS CONSUMED OF AND DATE
OF INEBRIATION.

FOR INFORMATION OF RECEIVING OFFICES, EL PASO HAS
CONFIRMED THAT [REDACTED] ALLEGED RECIPIENT OF SBA
LOAN, IS IN REPUBLIC OF SOUTH AFRICA. FBIHQ HAS SET OUT LEAD
TO DEPARTMENT OF STATE TO INTERVIEW [REDACTED]

b6
b7C

RECEIVING OFFICES ARE REQUESTED TO IMMEDIATELY CONDUCT
LEADS ANY REPORT ANY DEROGATORY INFORMATION TO SPIN UNIT,
FBIHQ (FTS-324-2568) ATTENTION: SSA [REDACTED] AND TO
MEMORIALIZE INTERVIEWS ON FD-302S WHICH SHOULD BE IMMEDIATELY
FACSIMILED TO SPIN UNIT AT (FTS) 324-2574.

BT

|

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FEBRUARY 10, 1989

UNCLAS

IMMEDIATE

Sm

FM DIRECTOR FBI (161-20403)

TO FBI DALLAS (161A-2025) IMMEDIATE

FBI JACKSONVILLE (161A-1668) IMMEDIATE

FBI SAN FRANCISCO (161-1668) IMMEDIATE

FBI SAN ANTONIO (161A-1466) IMMEDIATE

FBI HOUSTON (161A-1816) IMMEDIATE

BT

UNCLAS

JOHN GOODWIN TOWER; SPIN (A); BUDED: PAST

REFERENCE FACSIMILE TO SAN ANTONIO OF INTERVIEW OF
HANK GROVER, FACSIMILE TO HOUSTON OF JK-1 AND RE TEL CAL FROM
SSAS [] AND [] SPIN, TO SSA [] DALLAS, ON
2/10/89. RE TEL CAL FROM SSA [] TO SSA [] SF
ON 2/10/89.

DALLAS: CONDUCT THE FOLLOWING INTERVIEWS OF ALL
LOGICAL EMPLOYEES AT 3525 TURTLE CREEK BOULEVARD, DALLAS, TEXAS
(TOWER'S RESIDENCE) REGARDING TOWER: SIMULTANEOUSLY INTERVIEW

FIC/Rel

RAM/JP

2/10/89

4371

161-20403-384

RETURN TO

[]

ROOM 4371

7 APR 25 1989

00392 L/n

6/1 pm

DOORMEN, FRONT DESK CLERKS, CLEANING SERVICE EMPLOYEES, ANY PARKING ATTENDANT, TENNIS PRO AND ANY SECURITY PERSONNEL TO ASCERTAIN IF ANY OF THOSE INDIVIDUALS HAVE ANY INFORMATION CONCERNING TOWER'S USE OF ALCOHOL. ALSO, LOCATE APPOINTEE'S OWN HOUSEKEEPER AND/OR CLEANING SERVICE AND INTERVIEW APPROPRIATE FORMER EMPLOYEES AT APPOINTEE'S CONDOMINIUM COMPLEX. IN PARTICULAR INTERVIEW EMPLOYEES ON THE NIGHT SHIFT. HAVE ANY OF THOSE EMPLOYEES EVER RUN ERRANDS FOR HIM (TO INCLUDE PURCHASING OF ALCOHOL AND IF APPOINTEE HAD DELIVERIES FROM ACCOUNT AT LOCAL LIQUOR STORE AND INTERVIEW APPROPRIATE INDIVIDUALS), HAVE THEY EVER SEEN HIM RETURN HOME AND APPEAR TO BE UNDER THE INFLUENCE OF ALCOHOL? WHO PARKS TOWER'S CAR? DO THEY KNOW THE IDENTITY OF TOWER'S DRIVER, IF HE HAS ONE? INTERVIEW DRIVER. INTERVIEW MANAGEMENT PERSONNEL LAST. ALSO CONTACT THE LOCAL POLICE PRECINCT, WHICH COVERS TOWER'S RESIDENCE, TO DISCREETLY INTERVIEW PERSONNEL (DESK SERGEANT, OR LIEUTENANT) TO DETERMINE IF TOWER WAS EVER PULLED OVER OR PICKED UP AND THOUGHT TO BE UNDER THE INFLUENCE OF ALCOHOL? DID THEY EVER RESPOND TO ANY CALLS AT TOWER'S RESIDENCE?

DALLAS IS ALSO REQUESTED TO REINTERVIEW NEIGHBORS AT

3

THAT COMPLEX AS WELL AS ANY KNOWLEDGEABLE NEIGHBOR NOT PREVIOUSLY INTERVIEWED.

RECENT ALLEGATIONS FROM VERY CREDIBLE SOURCES HAVE NOTED THAT APPOINTEE'S HABIT MAY HAVE BEEN TO DRINK EXCESSIVELY TO THE POINT OF PASSING OUT. IF CONFIRMED DURING INTERVIEWS, ALSO QUESTION AS TO IMPACT OF APPOINTEE'S ABILITY TO PERFORM AS SECRETARY OF DEFENSE, SUSCEPTIBILITY TO COMPROMISE/DIVULGE SENSITIVE INFORMATION, TYPE OF ALCOHOL (WHITE WINE? VODKA?), DRINKING "BUDDIES", AND ACTS OF SEXUAL INDISCRETION. DALLAS IS ALSO REQUESTED TO HAVE INTERVIEWEES BE SPECIFIC RE: INCIDENT AND TIME FRAME.

DALLAS IS ALSO REQUESTED REQUESTED TO DETERMINE WORK OF [REDACTED] AND WAS GRANTED CONFIDENTIALITY. DETERMINE IF ANY COMPLAINTS LODGED AGAINST [REDACTED]

SAN FRANCISCO: INTERVIEW SF T-1'S [REDACTED] SUPERVISOR TO ASCERTAIN CREDIBILITY AND IF ANY COMPLAINTS AGAINST [REDACTED] REVIEW HIS PERSONAL FILE TO VERIFY THAT HE POSSESSES THE ACADEMIC CREDENTIALS HE CLAIMS TO HAVE AND TO DETERMINE HIS VERACITY. CONDUCT INDICES, NCIC AND DMV CHECKS

4

TO DETERMINE IF [] HAS ARREST RECORD.

SAN ANTONIO AT AUSTIN: INTERVIEW OF HANK GROVER BY THE HOUSTON DIVISION WILL BE PROVIDED VIA FACSIMILE. CONDUCT APPROPRIATE INVESTIGATION AT THE FORTY ACRES CLUB, LOCATED ON THE CAMPUS OF THE UNIVERSITY OF TEXAS IN AUSTIN, TEXAS. REGARDING GROVER'S STATEMENTS THAT TOWER'S DRINKING EXPLOITS THERE ARE LEGENDARY AND THAT "ANYONE UP THERE SHOULD BE ABLE TO PROVIDE INFORMATION". INTERVIEW MANAGER AND APPROPRIATE EMPLOYEES TO DETERMINE THE FREQUENCY OF TOWER'S VISITS, THEIR OBSERVATION OF TOWER'S USE OF ALCOHOL (TIME FRAME, AMOUNT OF USE, HIS ACTION, ANY OCCASION OF ANY OUTRAGEOUS BEHAVIOR) AND IF THEY CAN IDENTIFY ANY REGULAR COMPANIONS OF TOWER'S THAT SHOULD BE INTERVIEWED. SEE LEAD FOR DALLAS RE ADDITIONAL AREAS OF INQUIRY.

JACKSONVILLE: REINTERVIEW JK T-1 TO OBTAIN SPECIFIC COMMENTS CONCERNING HIS OBSERVATION OF TOWER'S USE OF ALCOHOL TO INCLUDE TIME FRAME, AMOUNT CONSUMED, HIS ACTIONS, ANY OCCASION OF ANY OUTRAGEOUS BEHAVIOR. T-1 SHOULD ALSO BE ASKED FOR THE IDENTITIES OF ANY INDIVIDUALS WHO CAN CORROBORATE OR SUBSTANTIATE HIS/HER STATEMENTS PREVIOUSLY PROVIDED. FACSIMILE

5

RESULTS TO HOUSTON (161A-1816) TO ATTENTION OF SSA [REDACTED]

HOUSTON: INTERVIEW OF JK T-1 WILL BE PROVIDED VIA FACSIMILE FROM TAMPA. CONDUCT INVESTIGATION AT THE NAVAL BASE AT CORPUS CHRISTI, TEXAS TO INCLUDE INTERVIEWS OF THE CLUB ASSISTANT AND THE OFFICERS' CLUB MANAGER REGARDING THE ALLEGATION MADE BY JK T-1 OF "HIGH CLASS PROSTITUTES" BEING AVAILABLE TO VIP'S. IF HOUSTON ASCERTAINS THAT TOWER DID FREQUENTLY VISIT THE BASE, CONDUCT SIMILAR INTERVIEWS OF EMPLOYEES AS SET FORTH UNDER LEAD FOR DALLAS REGARDING TOWER'S VISITS TO INCLUDE THEIR OBSERVATIONS OF TOWER'S USE OF ALCOHOL.

RESULTS OF ALL INVESTIGATION SHOULD BE SUBMITTED VIA FACSIMILE (FACS NUMBER 324-2574) AND MUST BE RECEIVED IN THE SPIN UNIT BY CLOSE OF BUSINESS WEDNESDAY, FEBRUARY 15, 1989. OFFICES SHOULD TELEPHONICALLY ADVISED SSA [REDACTED] (EXT. [REDACTED] OR PSS [REDACTED] (EXT. [REDACTED] OF ANY UNFAVORABLE INFORMATION DEVELOPED.

BT
PER
PMC
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OT
[Handwritten signature]

FEB 10 '89 16:26 FBI-HOUSTON
FI-44b (Rev. 8-18-78)

P.1

SPECIAL INQUIRY

Transmit ☒ Facsimile - **UNCLAS**

Precedence **IMMEDIATE**

FEB 10 11:42 AM '89

To: Director, FBI
SSA [Redacted]
From: Houston (161A-1816)
Subject: John Goodwin Tower;
SPIN (A);
BUDED: Past

RECEIVED FBI

Date: 02/10/89

b6
b7C

Time Transmitted -

Initials -

☒ Fingerprint Photo ☐ Fingerprint Record ☐ Newspaper clipping ☐ Photograph
☐ Artists Conception

FD-302 of [Redacted]

Special handling instructions:

ADMINISTRATIVE: Where appropriate
Privacy Act (e)(3) data. Promises
unlimited, have been noted where

persons interviewed were provided with
of confidentiality, both limited and
wanted.

ENCLOSURE

ENCLOSURE ATTACHED

TREAT AS ORIGINAL

FEB 10 1989 11:21

APR 25 1989

FBI/DOJ

\$20L 324 2' 524 3000 PAGE.001

ENCLOSURE
161-20403-385

REC-11
TELETYPE UNIT

10 APR 89 11 51Z

FEDERAL BUREAU
OF INVESTIGATION

INBOX.45 (#10797)

TEXT:

VZCZCDL0005

PP HQ SF

DE DL #0005 0410254

ZNR UUUUU

P 100218Z FEB 89

FM FBI DALLAS (161A-2025) (P)

TO DIRECTOR FBI/PRIORITY/

FBI SAN FRANCISCO (161A-4802)/PRIORITY/

BT

UNCLAS

CITE: //3190//

PASS: HQ: [REDACTED] ROOM 4371

SUBJECT: JOHN GOODWIN TOWER; SPIN(A); BUDED: PAST; OO: BUREAU.

RE SAN FRANCISCO FD-302 REFLECTING INTERVIEW WITH SFT-1

(IDENTIFIED AS [REDACTED])

[REDACTED] AS WELL AS NUMEROUS TELEPHONE CALLS TO FBIHQ AND ET.

WORTH RA REGARDING ATTEMPTS TO IDENTIFY FLIGHT WHICH [REDACTED]

REFERRED TO.

FOR INFORMATION OF SAN FRANCISCO, INQUIRY AT AMERICAN

AIRLINES HAS BEEN NEGATIVE TO DATE WITH REGARD TO IDENTIFYING A

CC DESTROYED

2400

Exec AD Adm.	
Exec AD Inv.	
Exec AD LES	
Asst. Dir.:	
Adm. Serv.	
Crim. Inv.	
Ident.	
Insp.	
Intell.	
Lab.	
Legal Coun.	
Off. Cong. & Public Affs.	
Rec. Mgmt.	
Tech. Serv.	
Training	
Off. of Liaison & Int. Affs.	
Director's Sec'y	

SPIN
TL 110 RM 4383

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b6
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b7D

161-70403-386

7 APR 25 1989

6/4/89

PAGE TWO DE DL 0005 UNCLAS

FLIGHT IN THE SUMMER OF 1987, WHICH THE APPOINTEE AND [REDACTED] BOTH KNOWN TO BE ON.

IT IS TO BE NOTED THAT APPOINTEE, THROUGH HIS RECORDS AND AMERICAN AIRLINES RECORDS, HAS BEEN DETERMINED TO HAVE BEEN ON AMERICAN AIRLINES FLIGHT 50, DFW AIRPORT TO LONDON, GATWICK, ON JUNE 26, 1987.

[REDACTED] WAS ON [REDACTED] ON JUNE 26, 1987.

IT IS TO BE NOTED THAT [REDACTED] RECALLED APPOINTEE WAS ALLEGEDLY SITTING IN SEAT 4A WITH COMPANION IN 4B ON FLIGHT HE REFERRED TO IN FD-302. HOWEVER, HE COULD NOT APPARENTLY REMEMBER THE DATE OF THE FLIGHT, THE FLIGHT NUMBER, OR WHETHER THE FLIGHT WENT TO LONDON OR PARIS, ACCORDING TO HIS FD-302, DATED FEBRUARY 5, 1989.

[REDACTED] ALSO CLAIMED TO HAVE ASKED [REDACTED]

[REDACTED] BECAUSE [REDACTED]

[REDACTED] ETC.

[REDACTED] ALSO DESCRIBED HAVING [REDACTED] A FULL FIFTH OF VODKA, AS WELL AS SIX OUNCES OF THE SAME DRINK ON THIS FLIGHT. HE DID NOT STATE WHETHER THE FEMALE COMPANION WAS

PAGE THREE DE DL 0005 UNCLAS

ASSISTING IN THE DISPOSAL OF THIS VODKA OR NOT. ALSO, IT IS TO BE NOTED THAT AIRLINE LIQUOR IS USUALLY SERVED IN SMALL BOTTLES CONTAINING APPROXIMATELY ONE TO ONE AND ONE-HALF JIGGERS OF LIQUOR.

SAN FRANCISCO AT SAN FRANCISCO, CA: IT IS REQUESTED THAT [REDACTED] BE RE-INTERVIEWED IN ORDER TO ATTEMPT TO FURTHER IDENTIFY THE FLIGHT HE IS REFERRING TO IN HIS FD-302 DATED FEBRUARY 5, 1989. IT IS TO BE NOTED THAT THE APPOINTEE FLEW BACK AND FORTH BETWEEN DFW AIRPORT AND EUROPE ON INNUMERABLE OCCASIONS DURING 1986, 1987 AND PARTS OF 1988 WHEN HE WAS ON THE ARMS NEGOTIATIONS TEAM IN GENEVA, AS WELL AS OTHER MATTERS.

[REDACTED] SHOULD ALSO BE ASKED TO IDENTIFY [REDACTED] [REDACTED] AS WELL AS [REDACTED] [REDACTED] AS THIS WOULD BE HELPFUL IN IDENTIFYING FLIGHT.

[REDACTED] SHOULD ALSO BE ASKED IF IT IS ALL RIGHT TO USE HIS NAME WHEN SPEAKING TO OTHER MEMBERS OF THE FLIGHT CREW, ALTHOUGH, OF COURSE, HE WOULD NOT BE IDENTIFIED AS THE SOURCE OF THIS INFORMATION, BUT IF THIS INFORMATION IS TRUE, THE MENTION OF HIS NAME MIGHT BE HELPFUL IN OTHER MEMBERS OF THE FLIGHT CREW BEING

PAGE FOUR DE DL 0005 UNCLAS

ABLE TO RECALL ANY SUCH INCIDENT.

[REDACTED] HAD REQUESTED THAT HIS IDENTITY BE PROTECTED, AS SET
OUT IN SAN FRANCISCO FD-302 AND ADMINISTRATIVE INSERT, FEBRUARY
5, 1989.

DALLAS, UPON RECEIPT OF ABOVE REQUESTED INFORMATION, WILL
CONDUCT ANY INVESTIGATION DEEMED WARRANTED REGARDING THIS
PARTICULAR PORTION OF THE BACKGROUND RE APPOINTEE.

BT

#0005

NNNN

INBOX.44 (#7634)

TEXT:

VZCZCSE0012

OO HQ NO OC PD

DE SE #0012 0410326

ZNR UUUUU

O 100300Z FEB 89

FM FBI SEATTLE (161A-2424) (P)

TO ~~DIRECTOR~~ FBI (161-20403)/IMMEDIATE/

FBI NEW ORLEANS/IMMEDIATE/

FBI OKLAHOMA CITY/IMMEDIATE/

FBI PORTLAND (161R-709)/IMMEDIATE/

BT

UNCLAS

SECTION ONE OF TWO

UNCLAS

CITE: //3840//

SUBJECT: JOHN GOODWIN TOWER; SPIN(A); OO: FBIHQ.

RE PORTLAND TELETYPE TO SEATTLE DATED FEBRUARY 9, 1989.

ON FEBRUARY 9, 1989, JAMES M. HAMILTON, DOB AUGUST 4, 1922,
12800 NORTHEAST 31ST STREET, VANCOUVER, WASHINGTON 98662,
TELEPHONE NUMBER (206) 254-6417, WAS CONTACTED AT HIS PLACE OF

CC DESTROYED

APR 25 1989

NO 10C
Advised my
Senior
Manager

b/fpr

RECEIVED
TELETYPE UNIT

10 FEB 89 10 52Z

FEDERAL BUREAU
OF INVESTIGATION

Exec AD Adm.	
Exec AD Inv.	
Exec AD Leg.	
Exec AD Plan.	
Exec AD Rec.	
Exec AD Tech.	
Exec AD Training	
Asst. Dir.:	
Adm. Serv.	
Crim. Inv.	
Ident.	
Insp.	
Intell.	
Lab.	
Legal Coun.	
Off. Cong. & Public Affs.	
Rec. Mgmt.	
Tech. Serv.	
Training	
Off. Liaison & Int. Affs.	
Telephone Rm.	
Director's Sec'y	

GOODWIN
T. 110 RM 4303

161-20403-387

BUSINESS. HAMILTON IS THE OWNER OF GREEN LEAF HELICOPTERS, PEARSON AIR PARK, 101 EAST RESERVE, VANCOUVER, WASHINGTON 98661, TELEPHONE NUMBER (206) 694-2483.

HAMILTON VOLUNTARILY INITIATED CONTACT WITH THE PORTLAND DIVISION OF THE FBI WISHING TO PROVIDE INFORMATION WITH REGARD TO SENATOR JOHN TOWER IN HIS CONSIDERATION FOR SECRETARY OF DEFENSE. THIS WAS AFTER WATCHING PRESIDENT BUSH ON TELEVISION THE NIGHT BEFORE IN A BROADCAST THROUGH WHICH PRESIDENT BUSH REQUESTED CITIZENS TO CALL IN WITHIN INFORMATION REGARDING SENATOR JOHN TOWER.

HAMILTON STATED THAT BACK IN THE MID-60'S TO 70-71 (1960-1970/1971) HE WAS EMPLOYED BY SOUTHERN AIRWAYS OF TEXAS, INC., (SOUTHERN AIRWAYS) LOCATED IN MINERAL WELLS, TEXAS. THE PRESIDENT OF SOUTHERN AIRWAYS WAS R. L. THOMAS. AT THE TIME HAMILTON RECALLS THE SENATOR FOR TEXAS WAS JOHN TOWER AND HE WAS POSSIBLY A MEMBER OR EVEN CHAIRMAN OF THE SENATE ARMS SERVICES COMMITTEE. HAMILTON EXPLAINED THAT THE OPERATION OF SOUTHERN AIRWAYS WAS CONDUCTED AT FORT WOLTERS, TEXAS. THE MAIN FUNCTION OF SOUTHERN AIRWAYS WAS TO DO ALL INITIAL TRAINING ON ALL ENTRY LEVEL MILITARY HELICOPTER PILOTS. SOUTHERN AIRWAYS WAS

CONTRACTED FOR THIS SERVICE BY THE UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE DURING THE VIETNAM WAR. ONCE THE PILOTS COMPLETED THEIR INITIAL TRAINING AT FORT WOLTERS THEY WENT TO ADVANCE TRAINING AT FORT RUCKER, ALABAMA. NEAR THE END OF THE VIETNAM WAR, THE EMPLOYEES OF SOUTHERN AIRWAYS REALIZED THAT THE OPERATION WOULD BE PHASED OUT IN THAT IT WAS OBSOLETE AND THERE WOULD NOT BE A NEED FOR PRIMARY FLIGHT TRAINING AREA. THIS WAS DUE TO THE FACT THAT THIS FUNCTION COULD BE ACCOMPLISHED AT FORT RUCKER, ALABAMA. THEREFORE, THE PILOTS OF SOUTHERN AIRWAYS KNEW THEIR OPERATION WOULD BE CLOSED. IT WAS AT THIS TIME THAT HAMILTON LEFT SOUTHERN AIRWAYS.

PRIOR TO HAMILTON'S LEAVING SOUTHERN AIRWAYS, ONE OF THE PAY CHECKS HE RECEIVED WAS \$150 LESS THAN IT SHOULD HAVE BEEN. HAMILTON EXPLAINED THAT AT THE TIME HE WAS PAID BIWEEKLY AT THE RATE OF \$1,100 TO \$1,300 PER MONTH. HAMILTON REALIZED THAT HIS PAY CHECK WAS \$150 SHORT AND WENT TO THE FLIGHT COMMANDER TO COMPLAIN. HAMILTON RECALLS THE FLIGHT COMMANDERS WERE ED "SONNY" BLONDELL AND JAMES J. GREENHALGH. BLONDELL WAS HAMILTON'S IMMEDIATE SUPERVISOR.

HAMILTON WAS INFORMED THAT THE \$150 WAS TAKEN AS A CAMPAIGN

CONTRIBUTION. HAMILTON VAGUELY RECALLS A MEMORANDUM EXPLAINING THAT THE \$150 WAS TAKEN AS A CAMPAIGN CONTRIBUTION FOR SENATOR JOHN TOWER. IN RETURN, TOWER WOULD DO WHAT HE COULD, IN HIS POSITION AS SENATOR AND POSSIBLY MEMBER OR CHAIRMAN OF THE SENATE ARMED SERVICES COMMITTEE, TO KEEP FORT WOLTERS AND SOUTHERN AIRWAYS OPERATION IN EXISTENCE. AFTER RECONSIDERATION, HAMILTON WAS UNSURE AS TO WHETHER THIS INFORMATION CAME THROUGH WRITTEN MEMORANDUM OR VERBAL EXPLANATION FROM A SUPERVISOR. HAMILTON DOES RECALL, HOWEVER, THAT PRIOR TO THE FUNDS BEING DEDUCTED FROM HIS PAY, HE DID NOT AUTHORIZE THE SAME. HAMILTON INDICATED HE WAS VERY UPSET, RAISED THE ISSUE AND IN FACT WAS REIMBURSED THE \$150. HAMILTON WAS SURE THAT THE SAME AMOUNT WAS DEDUCTED FROM THE OTHER \$500 OR SO EMPLOYEES PAY AND DOES NOT KNOW WHAT THEY WERE TOLD NOR WHETHER THEY WERE REIMBURSED.

HAMILTON STATED HE NEVER PERSONALLY SAW SENATOR JOHN TOWER AT THE FORT WOLTERS OPERATION BUT INDICATED IT WAS POSSIBLE THAT TOWER HAD BEEN THERE. AT THE TIME, TOWER LIVED IN WITCHITA FALLS, TEXAS, WHICH IS LOCATED APPROXIMATELY 70 TO 80 MILES NORTH OF MINERAL WELLS, TEXAS.

HAMILTON PROVIDED TWO PHOTOGRAPHS OF EMPLOYEES OF SOUTHERN

AIRWAYS. HE INDICATED THAT MOST OF THESE MEN ARE LICENSED PILOTS AND THAT THE FEDERAL AVIATION ADMINISTRATION (FAA) OPERATIONAL HEADQUARTERS IN OKLAHOMA CITY MAYBE ABLE TO PROVIDE INFORMATION AS TO THEIR WHEREABOUTS. HAMILTON BELIEVES THAT THESE INDIVIDUALS, IF LOCATED, MAYBE ABLE TO PROVIDE INFORMATION AS TO THE \$150 PAY DEDUCTIONS SINCE THEY TO PROBABLY RECEIVED THE SAME. IN PARTICULAR, A [REDACTED] WHO WAS [REDACTED] TO JAMES J. GREENHALGH MAYBE HELPFUL.

b6
b7C

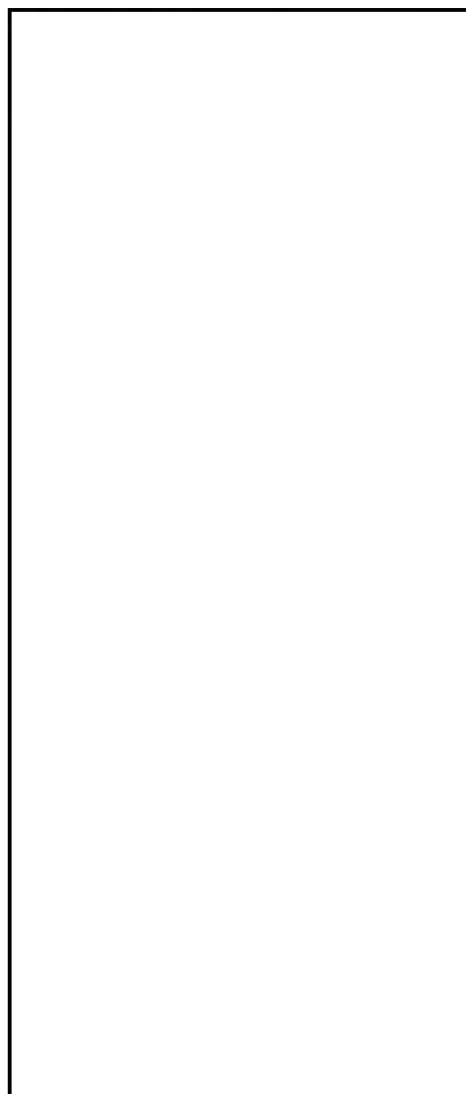
THE FOLLOWING NAMES WERE PROVIDED:





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R. L. THOMAS



BT

#0012

NNNN

INBOX.45 (#7635)

TEXT:

VZCZCSE0013

OO HQ NO OC PD

DE SE #0013 0410331

ZNR UUUUU

O 100300Z FEB 89

FM FBI SEATTLE (161A-2424) (P)

TO DIRECTOR FBI (161-20403)/IMMEDIATE/

FBI NEW ORLEANS/IMMEDIATE/

FBI OKLAHOMA CITY/IMMEDIATE/

FBI PORTLAND (161R-709)/IMMEDIATE/

BT

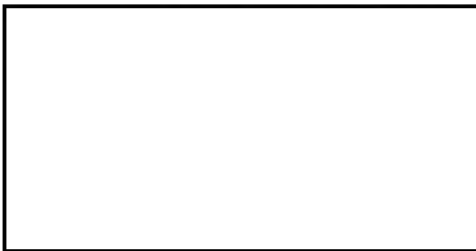
UNCLAS

UNCLAS

SECTION TWO OF TWO

CITE: //3840//

SUBJECT: JOHN GOODWIN TOWER; SPIN(A); OO: FBIHQ.

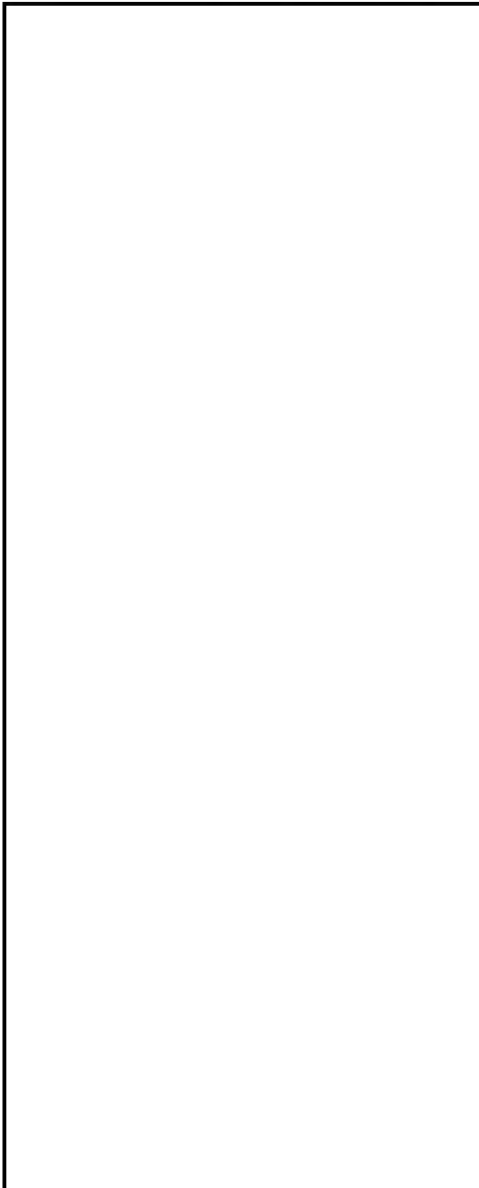


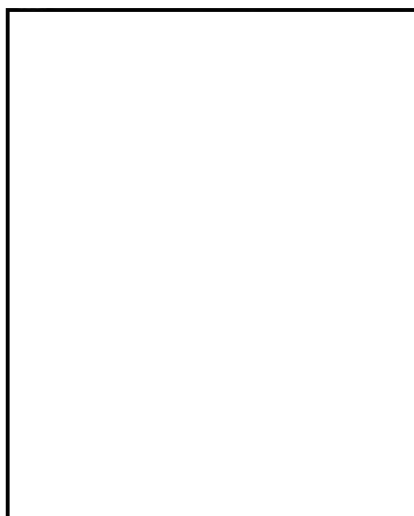
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JAMES J. GREENHALGH

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LEADS: NEW ORLEANS DIVISION: AT LAKE CHARLES, LOUISIANA:

CONTACT [REDACTED] RESIDING AT [REDACTED] LAKE CHARLES,
LOUISIANA. [REDACTED] WORKS AT [REDACTED] LAFAYETTE,
LOUISIANA. ASCERTAIN HIS KNOWLEDGE OF THE \$150 DEDUCTION AND IF
HE IS AWARE OF ANY OTHER COWORKERS RECEIVING THE SAME DEDUCTION
AND THEIR WHEREABOUTS. CONDUCT APPROPRIATE INVESTIGATION AND
REPORT BY TELETYPE TO FBIHQ. SET OUT APPROPRIATE LEADS.

OKLAHOMA CITY DIVISION: AT OKLAHOMA CITY, OKLAHOMA:

CONTACT FAA OPERATIONAL HEADQUARTERS TO ASCERTAIN WHEREABOUTS OF
ABOVE LISTED COWORKERS AND SET OUT APPROPRIATE LEADS.

SEATTLE WILL EXPEDITIOUSLY PROVIDE FD-302 AND PHOTOCOPIES OF
PHOTOGRAPHS OF FLIGHT INSTRUCTORS OF SOUTHERN AIRWAYS BY SEPARATE

PAGE SIX DE SE 0013 UNCLAS

COMMUNICATION.

BT

#0013

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REC

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SSP
FEB 1
INBOX.27 (#7865)
TEXT

RECEIVED
TELETYPE UNIT
11 FEB 89 04 21Z
FEDERAL BUREAU
OF INVESTIGATION

Exec AD Adm.	_____
Exec AD Inv.	_____
Exec AD LES	_____
Asst Dir.:	_____
Adm. Servs.	_____
Crim. Inv.	_____
Ident.	_____
Insp.	_____
Intell.	_____
Lab.	_____
Legal Coun.	_____
Off. Cong. & Public Affs.	_____
Rec. Mgmt.	_____
Tech. Servs.	_____
Training	_____
Off. Liaison & Int. Affs.	_____
Telephone Rm.	_____
Director's Sec'y	_____

VZCZCEP0008

OO HQ

DE EP #0008 0412244

ZNR UUUUU

O 2224Z FEB 10 89

FM FBI, EL PASO (161-NEW) (RUC)

TO DIRECTOR, FBI/IMMEDIATE/

FBI, DALLAS (161A-NEW)/IMMEDIATE/

BT

UNCLAS

CITE: //3240//

GRUPE
TL 11-0000 1989

NB de...

SUBJECT: JOHN GOODWIN TOWER; SPIN (A); BUDED: PAST.

ON FEBRUARY 9, 1989, [REDACTED] ATTORNEY AT LAW,

[REDACTED] TELEPHONE [REDACTED]

EL PASO, TEXAS TELEPHONICALLY FURNISHED THE FOLLOWING
INFORMATION.

[REDACTED] ADVISED THAT APPROXIMATELY 9 YEARS AGO, THE SON OF

DR. ELWYN SKILES, FORMER PRESIDENT OF HARDEN-SIMMONS UNIVERSITY,

ABILENE, TEXAS, WAS EMPLOYED BY SENATOR TOWER IN WASHINGTON, D.C.

[REDACTED] STATED THE SON WHO IS ELWYN SKILES, JR., WAS TOTALLY

7 APR 25 1989

6/1/89

PAGE TWO DE EP 0008 UNCLAS

CORRUPTED BY SENATOR TOWER AND THAT SENATOR TOWER HAD A VERY BAD MORAL INFLUENCE ON THIS YOUNG MAN. [REDACTED] DOES NOT KNOW THE CURRENT WHEREABOUTS OF ELWYN SKILES, JR., BUT IS CERTAIN THAT DR. SKILES STILL RESIDES IN ABILENE, TEXAS, AND CAN BE LOCATED THROUGH HARDEN-SIMMONS UNIVERSITY.

[REDACTED] HAD NO FURTHER DIRECT INFORMATION CONCERNING THIS BUT FELT HE NEEDED TO INFORM THE FBI DUE TO THE CURRENT INVESTIGATION OF SENATOR TOWER.

LEAD, DALLAS DIVISION, AT ABILENE, TEXAS: LOCATE AND INTERVIEW DR. ELWYN SKILES, FORMER PRESIDENT OF HARDEN-SIMMONS UNIVERSITY RE ABOVE ALLEGATIONS. DETERMINE LOCATION OF HIS SON, ELWYN SKILES, JR., AND THEREAFTER SET OUT LEAD FOR INTERVIEW CONCERNING ABOVE ALLEGATIONS.

BT

#0008

NNNN

REF- REF-

EE
SSP

EE 1/18/89

FORM 5. TLXT HAS 1 DOCUMENT

INFORMATION 787 (40083)

TEXT:

VZCZCWN0017

OO HQ DL

DE WM 49617 0420342

ZNR UUUUU

O 110332Z FEB 89

FM FBI WASHINGTON METROPOLITAN FIELD (161A-19411) (P) (A-1) 1383

TO DIRECTOR FBI/IMMEDIATE/

FBI DALLAS/IMMEDIATE/

BT

UNCLAS

CITE: //3920//

SUBJECT: JOHN GOODWIN TOWER; SPIN (A) BUDED: PAST.

ON FEBRUARY 10, 1989, [REDACTED]

[REDACTED] (PROTECT IDENTITY), WAS

INTERVIEWED BY WASHINGTON METROPOLITAN FIELD OFFICE (WMFO) AT THE
 REQUEST OF UNITED STATES SENATOR SAM NUNN, WITH REGARD TO
 INFORMATION PROVIDED BY [REDACTED] TO NUNN ON FEBRUARY 3, 1989. IN
 SUMMARY, [REDACTED] RECOUNTED EVENTS WHICH OCCURRED

DURING THE PERIOD 1971 THROUGH 1978, WHEN [REDACTED] WAS A

CC DESTROYED

Call Dallas -
 In addition to verifying
 his prior abuse of alcohol (71-78 per
 the focus of this interview should
 be on his 83-89 use of
 alcohol. This TT does
 not emphasize this
 point.

Exec AD Adm.	
Exec AD Inv.	
Exec AD LES	
Asst. Dir.:	
Adm. Serv.	
Crim. Inv.	
Ident.	
Insp.	
Intell.	
Lab.	
Legal Coun.	
Off. Cong. & Public Affs.	
Rec. Mgmt.	
Tech. Serv.	
Training	
Off. Liaison & Int. Affs.	
Telephone Rm.	
Director's Sec'y	

SPIN
 RM 1383

161-20403-389

7 APR 25 1989

PAGE TWO DE WM 0617 UNCLAS

DURING THE COURSE OF WMFO'S INTERVIEW, [REDACTED] INDICATED THAT
TOWER CONSUMED ALCOHOL SOMETIMES TO EXCESS IN SOCIAL SETTINGS
DURING VISITS TO TEXAS TO MEET WITH FRIENDS AND/OR CONSTITUENTS.

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[REDACTED] PROVIDED THE NAMES OF PERSONS, ALL FORMER ADMINISTRATIVE
ASSISTANTS OR ADIES TO TOWER, WHO COULD PROVIDE INFORMATION
REGARDING TOWER, PRESUMABLY TO INCLUDE ALLEGATIONS RELATED TO
TOWER'S CONSUMPTION OF ALCOHOL OR "WOMANIZING."

THE INDIVIDUALS IDENTIFIED BY [REDACTED] ARE:

b7D

1) ELWEN L. (WANN) SKILES, ADMINISTRATIVE ASSISTANT BETWEEN
1974 AND 1977, AND STAFF ASSISTANT TO TOWER PRIOR TO THAT TIME;
HOME ADDRESS, 9617 ACHERTON DRIVE, DALLAS, TEXAS, TELEPHONE
(214) 349-3246; CURRENTLY EMPLOYED AT TEXAS INSTRUMENTS, DALLAS,
TEXAS, TELEPHONE (214) 995-4855.

2) [REDACTED] IN THE LATER
1970S, CURRENTLY EMPLOYED AT [REDACTED]
DALLAS, TEXAS, TELEPHONE [REDACTED] HOME TELEPHONE
[REDACTED]

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3) [REDACTED]
[REDACTED] TO TOWER FOR MANY YEARS; CURRENTLY EMPLOYED

AS [REDACTED]

PAGE THREE DE WM 0017 UNCLAS

[REDACTED] DALLAS, TEXAS. IT IS NOTED THAT [REDACTED] IS
REPORTED BY [REDACTED] AS A [REDACTED] AND THAT
TOWER WAS, REPORTEDLY, INSTRUMENTAL IN ASSISTING [REDACTED]
[REDACTED] HIMSELF. IT IS FURTHER NOTED THAT [REDACTED] WAS, IN
APPROXIMATELY 1973, [REDACTED]
[REDACTED]
[REDACTED] IN WASHINGTON, D. C.
TOWER HAS RELATED TO WMFO THAT [REDACTED]
[REDACTED]

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LEADS: DALLAS DIVISION: AT DALLAS, TEXAS:

1) CONDUCT APPROPRIATE INTERVIEWS OF ADMINISTRATIVE
ASSISTANTS ELWIN L. SKILES AND [REDACTED] REGARDING THEIR
KNOWLEDGE OF TOWER. DALLAS SHOULD, DURING THE COURSE OF
INTERVIEWS, FULLY EXPLORE THEIR KNOWLEDGE OF TOWER'S CONSUMPTION
OF ALCOHOL, IT BEING REPORTED BY [REDACTED] THAT TOWER
WOULD CONSUME ONE OR MORE GLASSES OF SCOTCH IN HIS SENATE OFFICE
AT THE END OF THE LEGISLATIVE WORK DAY IN WASHINGTON, D. C.

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2) INTERVIEW [REDACTED] REGARDING HIS KNOWLEDGE OF TOWER.

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PAGE FOUR DE WM 0017 UNCLAS

DALLAS SHOULD FULLY EXPLORE [REDACTED] KNOWLEDGE OF TOWER'S ALLEGED CONSUMPTION OF ALCOHOL TO EXCESS. IN EXPLORING THIS AVENUE OF INVESTIGATION, DALLAS IS BEING MADE AWARE THAT IN THE EARLY 1970S, TOWER WAS REPORTEDLY REGULARLY DROPPED OFF AT HIS THEN RESIDENCE AT 4100 CATHEDRAL AVENUE, WASHINGTON, D. C., AND WAS ON SEVERAL OCCASIONS OBSERVED BY THE EVENING MANAGER TO BE INEBRIATED IN THE BUILDING LOBBY. DALLAS SHOULD EXPLORE WITH [REDACTED] WHETHER HE, [REDACTED] TO TOWER, CAN CORROBORATE TOWER'S ALLEGED EXCESSIVE USE OF ALCOHOL. FINALLY, DALLAS SHOULD DETERMINE THE CIRCUMSTANCES SURROUNDING THE ACCIDENT, REPORTEDLY IN 1973, INVOLVING [REDACTED] AND TOWER AND DETERMINE WHETHER ALCOHOL PLAYED A FACTOR IN THE ACCIDENT.

DALLAS SHOULD REPORT RESULTS TO SPIN UNIT, BUREAU.

BT

#0017

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RECEIVED
TELETYPE UNIT

11 FEB 89 02 24Z

FEDERAL BUREAU
OF INVESTIGATION

FEB 11 1989

Exec AD Adm.	
Exec AD Inv.	
Exec AD LES	
Asst Dir.:	
Adm. Serv.	
Crim. Inv.	
Ident.	
Insp.	
Intell.	
Lab.	
Legal Coun.	
Off. Cong. & Public Affs.	
Rec. Mgmt.	
Tech. Serv.	
Training	
Off. of Liaison & Int. Affs.	

INBOX 5 (#10928)

TEXT:

VZCZCTPO006

PP HQ WMFO

DE TP #0006 0412154

ZNR UUUUU

P 102126Z FEB 89

FM FBI TAMPA (161A-NEW) (SQ 4) (P)

TO DIRECTOR FBI (161A-20403)/PRIORITY/

FBI WMFO (161A-19411)/PRIORITY/

BT

UNCLAS

CITE: //3880//

SUBJECT: JOHN GOODWIN TOWERS; SPIN(A).

RE TELCALL OF TAMPA SUPERVISORY SA [REDACTED] TO BUREAU

SSA [REDACTED] 2/10/89.

ON 2/9/89, A SOURCE, WHO WISHED IDENTITY PROTECTED,

ADVISED THAT WHEN ATTENDING [REDACTED]

[REDACTED] WASHINGTON, D.C., FROM THE [REDACTED]

[REDACTED] SESSION, SOURCE BECAME AWARE OF AN ATTRACTIVE

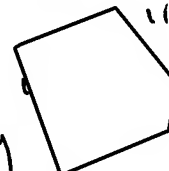
WHITE FEMALE NAMED [REDACTED] (LNU) WHO WAS [REDACTED] 25 1989

AT [REDACTED] DURING THIS PERIOD OF TIME.

CC DESTROYED

SPECIAL INQUIRY

WMFO lead to
attempt to identify



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6/pam

PAGE TWO DE TP 0006 UNCLAS

DURING THE [REDACTED] (LNU) WAS THE SUBJECT OF A WASHINGTON POST PROFILE, SUNDAY SUPPLEMENT EDITION, CONCERNING HER EMPLOYMENT WITH THE OFFICE OF THEN SENATOR JOHN GOODWIN TOWERS OF TEXAS.

[REDACTED] WORKED IN SENATOR TOWERS' OFFICE DURING THE DAY AND [REDACTED] IN THE EVENING. ACCORDING TO SOURCE IT WAS COMMON KNOWLEDGE THAT [REDACTED] DUE TO [REDACTED] STATEMENTS, MADE IT KNOWN THAT SENATOR TOWERS WAS

[REDACTED] DESCRIBES [REDACTED] AS A WHITE FEMALE, BLUE EYES, BLONDE HAIR, WELL-GROOMED, AND MOST ATTRACTIVE.

SOURCE STATED THAT SHE HAD ATTEMPTED TO LOCATE HER [REDACTED] YEARBOOKS CONCERNING THIS PERIOD OF TIME FOR A FULL NAME OF [REDACTED] (LNU), BUT HAD BEEN UNABLE TO LOCATE [REDACTED] YEARBOOKS, OR ANY OTHER DOCUMENT FROM THAT PERIOD OF TIME, WHICH WOULD CONTAIN FULL NAME AND OTHER DESCRIPTIVE DATA OF [REDACTED]

LEADS: WMFO AT WMFO: AT THE WASHINGTON POST LIBRARY, REVIEW SUNDAY SUPPLEMENT ARTICLES TO THE WASHINGTON POST, SUNDAY EDITIONS, FOR THE [REDACTED] IN AN ATTEMPT TO

PAGE THREE DE TP 0006 UNCLAS

FEMALE, EMPLOYEE OF THEN SENATOR TOWERS FROM TEXAS,

SENATORIAL OFFICE AND [REDACTED]

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[REDACTED] CONDUCT OTHER APPROPRIATE LEADS IN
AN ATTEMPT TO IDENTIFY [REDACTED]

TAMPA AT TAMPA: WILL SUBMIT APPROPRIATE FD-302S.

ADMINISTRATIVE: TP SOURCE IS [REDACTED] PROTECT

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IDENTITY PER REQUEST).

BT

#0006

NNNN

REC-
INBOX.5 (#7753)

RECEIVED
TELETYPE UNIT

11 FEB 89 01 00Z

TEXT:

VZCZCN00006

FEDERAL BUREAU
OF INVESTIGATION

PP HQ

DE NO #0006 0411638

ZNR UUUUU

P 101723Z FEB 89

FM FBI NEW ORLEANS (161A-1124) (RUC)

TO DIRECTOR FBI/PRIORITY/

BT

UNCLAS

CITE: //3530//

PASS: SPIN UNIT, ROOM 4371.

SUBJECT: JOHN GOODWIN TOWER; SPIN (A); OO: FBIHQ.

REFERENCE: SEATTLE TELETYPE TO FBIHQ, FEBRUARY 10, 1989.

ON FEBRUARY 10, 1989, [REDACTED]

[REDACTED] LAKE CHARLES, LOUISIANA, TELEPHONE [REDACTED]

EMPLOYED AS HELICOPTER PILOT CAPTAIN, [REDACTED]

HOUSTON, TEXAS, "FLIGHT WATCH", TELEPHONE [REDACTED] ADVISED

THAT IN 1971, HE WAS EMPLOYED BY SOUTHERN AIRWAYS, INC. (SAI),

NOW DEFUNCT, AS HELICOPTER INSTRUCTOR PILOT, FORT WOLFORD, TEXAS

(NEAR MINERAL SPRINGS, TEXAS), PURSUANT TO A U.S. ARMY CONTRACT

CC DESTROYED

Any interviews should
focus on SAI management rather
than lower level employees to determine
if any "improper" campaign
contribution measure existed
from Tower.

4/pam

Exec AD Adm.	
Exec AD Inv.	
Exec AD Leg.	
Asst. Dir.:	
Adm. Serv.	
Crim. Inv.	
Ident.	
Insp.	
Intell.	
Lab.	
Legal Coun.	
Off. Cong. & Public Affs.	
Rec. Mgmt.	
Tech. Serv.	
Training	
Off. Liaison & Int. Affs.	
Telephone Rm.	
Director's Sec'y	

SPIN
ROOM 4371

161-2016-391

APR 26 1989

PAGE TWO DE NO 0006 UNCLAS

HELD BY SAI TO TRAIN U.S. ARMY HELICOPTER PILOTS FOR VIETNAM WAR DUTY.

AS [] RECALLS, IN MID-1971, A LETTER CAME TO SAI FROM THE U.S. ARMY, OR FROM THE OFFICE OF THEN SENATOR JOHN G. TOWER, INFORMING THAT FORT WOLTON, TEXAS, HELICOPTER TRAINING FACILITY WOULD BE CLOSED SOON, AND SAI CONTRACT WITH U.S. ARMY WOULD BE DISCONTINUED DUE TO REDUCTION OF TROOP COMMITMENTS TO VIETNAM WAR. ALL SAI PERSONNEL AT FORT WOLTON WERE VERY UPSET, AS THEY BELIEVED THAT THIS FACILITY WAS MUCH BETTER SUITED FOR ARMY HELICOPTER TRAINING THAN FORT RUCKER, ALABAMA, WHICH WOULD BE KEPT OPEN FOR FUTURE PILOT TRAINING.

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SHORTLY AFTER THIS NOTICE, A MEMO WAS PUBLISHED, POSSIBLY BY UNRECALLED SENIOR SAI OFFICIALS, WHICH REQUESTED A \$150.00 DONATION TO BE VOLUNTARILY PROVIDED BY EACH SAI EMPLOYEE FOR CONTRIBUTION TO SENATOR JOHN G. TOWER/RE-ELECTION CAMPAIGN. NO PRESSURE OR DURESS WAS PLACED UPON [] OR ANY OTHER INSTRUCTOR PILOT, TO HIS KNOWLEDGE, TO CONTRIBUTE. [] DID NOT CONTRIBUTE, AS HE FELT THIS WOULD HAVE BEEN USELESS. SENATOR TOWER GAVE NO INDICATION HE WOULD BRING PRESSURE TO BEAR TO KEEP FORT WOLTON OPEN, AND SAI CONTRACT IN EFFECT WITH THE ARMY.

PAGE THREE DE NO 0006 UNCLAS

IN LATE, 1971, FORT WOLTON, TEXAS, WAS CLOSED BY U.S. ARMY
AS EARLIER ANNOUNCED. [] THEN SOUGHT EMPLOYMENT ELSEWHERE.

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FORMER SAI EMPLOYEES THAT WOULD BE KNOWLEDGEABLE ABOUT THE
\$150.00 CONTRIBUTION INCIDENT, FROM [] MEMORY, WOULD BE
FLIGHT COMMANDERS [] AND []
HOWEVER, [] DID NOT KNOW CURRENT LOCATIONS OR EMPLOYMENT OF
THESE PERSONS. HE ADVISED HE WOULD ATTEMPT TO DETERMINE
LOCATIONS FOR THESE PERSONS, AND, IF POSITIVE INFO WAS DEVELOPED,
HE WOULD NOTIFY FBI. STATUS RUC.

BT

#0006

NNNN

SM
INBOX.54 (#11055)

TEXT:

VZCZCOC0001

OO HQ BA DL NO SE

DE OC #0001 0420045

ZNR UUUUU

O 100045Z FEB 89

FM FBI OKLAHOMA CITY (161A-1338) (P)

TO DIRECTOR, FBI (161-20403)/IMMEDIATE/

FBI BALTIMORE/IMMEDIATE/

FBI DALLAS/IMMEDIATE/

FBI NEW ORLEANS/ROUTINE/

FBI SEATTLE (161A-2424)/ROUTINE/

BT

UNCLAS

SECTION ONE OF TWO

UNCLAS

CITE: //3580//

SUBJECT: JOHN GOODWIN TOWER; SPIN(A); OO: FBIHQ.

7 APR 25 1989

RE SEATTLE TELETYPE TO FBIHQ, DATED FEBRUARY 10, 1989, AND

OKLAHOMA CITY TELCAL TO [REDACTED] SPIN UNIT, FBIHQ,

FEBRUARY 10, 1989.

CC DESTROYED

Concentrate on
R.L. Thomas &
Top level "policy making"
mngmt at SA1

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b7m

PAGE TWO DE OC 0001 UNCLAS

FOR INFORMATION OF DALLAS AND BALTIMORE, REFERENCED TEL ADVISED THAT JAMES M. HAMILTON, DBA GREEN LEAVE HELICOPTERS, VANCOUVER, WASHINGTON, VOLUNTARILY INITIATED CONTACT WITH THE FBI, WISHING TO PROVIDE INFORMATION REGARDING SENATOR JOHN TOWER IN CONNECTION WITH HIS CONSIDERATION FOR SECRETARY OF DEFENSE IN RESPONSE TO PRESIDENT BUSH'S TELEVISION BROADCAST, IN WHICH PRESIDENT BUSH REQUESTED CITIZENS TO CALL IN INFORMATION REGARDING TOWER.

Note in Summary

ON FEBRUARY 9, 1989, HAMILTON STATED THAT IN THE MID-60'S TO '70-71, HE WAS EMPLOYED BY SOUTHERN AIRWAYS OF TEXAS, INC. (SOUTHERN AIRWAYS), MINERAL WELLS, TEXAS. R. L. THOMAS WAS PRESIDENT OF SOUTHERN AIRWAYS. HAMILTON RECALLS TOWER AS BEING THE SENATOR FOR TEXAS AT THAT TIME AND POSSIBLY A MEMBER OR EVEN CHAIRMAN OF THE SENATE ARMED SERVICES COMMITTEE. HAMILTON EXPLAINED THE OPERATION OF SOUTHERN AIRWAYS WAS CONDUCTED AT FORT WOLTERS, TEXAS, WITH THE MAIN FUNCTION OF THE COMPANY BEING INITIAL TRAINING ON ALL ENTRY LEVEL MILITARY HELICOPTER PILOTS. SOUTHERN AIRWAYS WAS CONTRACTED FOR THIS SERVICE BY THE U.S. DEPARTMENT OF DEFENSE DURING THE VIETNAM WAR. WHEN THE PILOTS COMPLETED THEIR INITIAL TRAINING AT FORT WOLTERS, THEY WERE SENT

PAGE THREE DE OC 0001 UNCLAS

TO ADVANCED TRAINING AT FORT RUCKER, ALABAMA. NEAR THE END OF THE VIETNAM WAR, THE EMPLOYEES OF THE SOUTHERN AIRWAYS REALIZED THE OPERATION WOULD BE PHASED OUT AS OBSOLETE. THERE WOULD NO LONGER BE A NEED FOR A PRIMARY FLIGHT TRAINING AREA , BECAUSE THIS FUNCTION COULD BE ACCOMPLISHED AT FORT RUCKER. HAMILTON LEFT EMPLOYMENT WITH SOUTHERN AIRWAYS AT THAT TIME.

PRIOR TO LEAVING SOUTHERN AIRWAYS, HAMILTON ADVISED HE RECEIVED A PAY CHECK THAT WAS \$150 LESS THAN IT SHOULD HAVE BEEN. WHEN HE REALIZED THE CHECK WAS SHORT \$150, HE WENT TO THE FLIGHT COMMANDER TO COMPLAIN. HAMILTON RECALLED THE FLIGHT COMMANDERS AS ED "SONNY" BLONDELL AND JAMES J. GREENHALGH. BLONDELL WAS HAMILTON'S IMMEDIATE SUPERVISOR. HAMILTON WAS INFORMED THE \$150 WAS TAKEN AS A CAMPAIGN CONTRIBUTION. HAMILTON VAGUELY RECALLED A MEMORANDUM EXPLAINING THE \$150 WAS A CAMPAIGN CONTRIBUTION FOR SENATOR TOWER. IN RETURN, TOWER WOULD ATTEMPT, IN HIS POSITION AS SENATOR AND POSSIBLY HIS CONNECTION WITH THE SENATE ARMED SERVICES COMMITTEE, TO KEEP FORT WOLTERS AND SOUTHERN AIRWAYS OPERATION IN EXISTENCE. HAMILTON SUBSEQUENTLY ADVISED HE WAS UNSURE IF THIS INFORMATION WAS A WRITTEN MEMORANDUM OR A VERBAL EXPLANATION FROM A SUPERVISOR. HAMILTON DOES RECALL THAT HE DID

PAGE FOUR DE OC 0001 UNCLAS

NOT AUTHORIZE THIS DEDUCTION PRIOR TO THE FUNDS BEING DEDUCTED FROM HIS CHECK. HAMILTON INDICATED, AFTER RAISING THE ISSUE, HE WAS REIMBURSED THE \$150. HAMILTON STATED HE WAS SURE THAT THE SAME AMOUNT WAS ALSO DEDUCTED FROM THE PAY CHECKS OF OTHER SOUTHERN AIRWAYS EMPLOYEES AND HE DOES NOT KNOW IF THEY WERE TOLD OF THE REASON OR WHETHER THEY WERE REIMBURSED.

HAMILTON STATED HE NEVER PERSONALLY SAW SENATOR TOWER AT THE FORT WOLTERS OPERATION BUT INDICATED IT WAS POSSIBLE THAT TOWER HAD BEEN THERE. AT THAT TIME, TOWER LIVED IN WICHITA FALLS, TEXAS, WHICH IS ONLY SEVENTY TO EIGHTY MILES NORTH OF MINERAL WELLS.

HAMILTON PROVIDED TWO PHOTOGRAPHS OF SOUTHERN AIRWAYS EMPLOYEES, INDICATING MOST WERE LICENSED PILOTS. HAMILTON STATED THE FEDERAL AVIATION ADMINISTRATION (FAA) OPERATIONAL HEADQUARTERS, OKLAHOMA CITY, OKLAHOMA, COULD POSSIBLY PROVIDE INFORMATION AS TO THEIR CURRENT WHEREABOUTS. HAMILTON STATED HE BELIEVED THESE INDIVIDUALS, IF LOCATED, COULD POSSIBLY FURNISH INFORMATION REGARDING THE \$150 PAY DEDUCTIONS. HAMILTON STATED A

ASSISTANT FLIGHT COMMANDER TO GREENHALGH, IN

PARTICULAR, MAY BE INFORMATIVE. HAMILTON FURTHER FURNISHED THE

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PAGE FIVE DE OC 0001 UNCLAS

NAMES OF OVER ONE HUNDRED OTHER EMPLOYEES OF SOUTHERN AIRWAYS.

SEATTLE SET LEAD FOR OKLAHOMA CITY TO CONTACT FAA TO ASCERTAIN THE WHEREABOUTS OF HAMILTON'S FORMER COWORKERS AND TO SET OUT APPROPRIATE LEADS. IT SHOULD BE NOTED THE LIST OF NAMES SUPPLIED CONTAINS NO DESCRIPTIVE DATA. IN REFERENCED OKLAHOMA CITY TELCAL TO FBIHQ, DECISION WAS MADE TO MAKE ATTEMPT TO DETERMINE CURRENT WHEREABOUTS OF R. L. THOMAS, ED "SONNY" BLONDELL, JAMES J. GREENHALGH, AND [REDACTED] (ALL REFERRED TO SUPRA). ATTEMPTS TO DETERMINE INFORMATION CONCERNING THE NUMEROUS OTHER FORMER SOUTHERN AIRWAYS EMPLOYEES IS BEING HELD IN ABEYANCE AT THIS TIME, PENDING DEVELOPMENT OF SOME CORROBORATION OF HAMILTON'S STATEMENTS.

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ON FEBRUARY 10, 1989, CONTACT WITH THE FAA CIVIL AVIATION SECURITY DIVISION REVEALED THE FOLLOWING INFORMATION:

EDWARD BLONDELL, III, SOCIAL SECURITY NUMBER 462-42-6830, DOB JULY 21, 1933, BROWN HAIR, BLUE EYES, SIXTY INCHES, 155 POUNDS, LAST KNOWN ADDRESS WITH DATE OF APRIL 1, 1973, ROUTE TWO, BOX 37, BOWIE, TEXAS 76230, WAS ISSUED COMMERCIAL PILOT CERTIFICATE NUMBER 1428802 WITH SINGLE ENGINE LAND, HELICOPTER AND INSTRUMENT RATINGS. BLONDELL WAS FURTHER ISSUED FLIGHT

PAGE SIX DE OC 0001 UNCLAS

INSTRUCTOR CERTIFICATE WITH SAME NUMBER ON OCTOBER 12, 1972,
WHICH EXPIRED OCTOBER 31, 1974. LAST CONTACT SHOWN IN FILE IN
FAA RECORDS IS DATED APRIL 1, 1973.

JAMES JOSEPH GREENHALGH, SOCIAL SECURITY NUMBER 072-05-8502,
DOB OCTOBER 20, 1922, GRAY HAIR, HAZEL EYES, 71 INCHES, 200
POUNDS, LAST KNOWN ADDRESS WITH DATE OF DECEMBER 3, 1973, 6019 C
MAJORS LANE, COLUMBIA, MARYLAND 21045, WAS ISSUED COMMERCIAL
PILOT CERTIFICATE NUMBER 222883 WITH SINGLE ENGINE LAND, MULTI-
ENGINE LAND, SINGLE ENGINE SEA, AND HELICOPTER RATINGS ON
SEPTEMBER 28, 1962. GREENHALGH WAS FURTHER ISSUED FLIGHT
INSTRUCTOR CERTIFICATE WITH SAME NUMBER ON JANUARY 17, 1973,
WHICH EXPIRED JANUARY 31, 1975. SECOND CLASS MEDICAL CERTIFICATE
SHOWN ON FILE WITH DATE OF DECEMBER 3, 1973, AND NO CONTACT IS
SHOWN IN FAA RECORDS SINCE THAT DATE.

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[REDACTED] SOCIAL SECURITY NUMBER [REDACTED]
DOB [REDACTED] BROWN HAIR, BLUE EYES, 75 INCHES, 230
POUNDS, LAST KNOWN ADDRESS WITH DATE OF FEBRUARY 17, 1981, [REDACTED]
[REDACTED] PASADENA, MARYLAND 21122, WAS ISSUED PRIVATE PILOT
CERTIFICATE UNDER SOCIAL SECURITY NUMBER WITH SINGLE ENGINE LAND
RATING ON MAY 21, 1974. NO CONTACT IS SHOWN IN FAA RECORDS SINCE
BT

#0001

NNNN

INBOX.56 (#11057)

TEXT:

VZCZCOCO0002

OO HQ BA DL NO SE

DE OC #0002 0420050

ZNR UUUUU

O 100045Z FEB 89

FM FBI OKLAHOMA CITY (161A-1338) (P)

TO DIRECTOR, FBI (161-20403)/IMMEDIATE/

FBI BALTIMORE/IMMEDIATE/

FBI DALLAS/IMMEDIATE/

FBI NEW ORLEANS/ROUTINE/

FBI SEATTLE (161A-2424)/ROUTINE/

BT

UNCLAS

UNCLAS

SECTION TWO OF TWO

CITE: //3580//

SUBJECT: JOHN GOODWIN TOWER; SPIN(A); OO: FBIHQ.

FEBRUARY 17, 1981.

[REDACTED] SANTO, TEXAS

b6
b7C

76472, IS SHOWN AS ISSUED INDIVIDUAL REGISTRATION FOR A 1941

PAGE TWO DE OC 0002 UNCLAS

AERONCA AIRCRAFT UNDER REGISTRATION NUMBER [REDACTED] ON DECEMBER 6, 1984. b6 b7C

ABOVE INFORMATION WOULD INDICATE THAT JAMES JOSEPH GREENHALGH, DOB OCTOBER 20, 1922, LAST KNOWN IN 1973 TO BE RESIDING IN COLUMBIA, MARYLAND, WOULD MOST LIKELY BE THE INDIVIDUAL PREVIOUSLY EMPLOYED BY SOUTHERN AIRWAYS IN VIEW OF THE RATING LEVEL OF THE PILOT CERTIFICATE.

FAA RECORDS IN THE LAST NAME OF THOMAS WITH FIRST INITIAL OF "R" AND MIDDLE INITIAL OF "L" ARE TOO NUMEROUS TO IDENTIFY THE R. L. THOMAS WHO WAS PRESIDENT OF SOUTHERN AIRWAYS.

NUMEROUS INDIVIDUALS WITH NAME OF [REDACTED] ARE ON FILE WITH FAA WITH THE TYPE OF PILOT RATINGS CONSISTENT WITH EMPLOYMENT BY SOUTHERN AIRWAYS. IN THE ABSENCE OF FURTHER IDENTIFYING DATA FOR [REDACTED] NO DETERMINATION CAN BE MADE OF THIS INDIVIDUAL'S CURRENT LOCATION.

OKLAHOMA CITY DIVISION MAINTAINS MICROFICHE OF FAA COMPUTERIZED RECORDS OF PILOTS IN CURRENT STATUS, INDICATING A MEDICAL CERTIFICATE HAS BEEN SUBMITTED WITHIN THE PAST TWENTY-FIVE MONTHS. RESEARCH CONCERNING PILOTS WITH EXPIRED MEDICAL CERTIFICATES REQUIRES A SEARCH OF RECORDS THROUGH THE FAA CIVIL

PAGE THREE DE OC 0002 UNCLAS

AVIATION SECURITY DIVISION. OKLAHOMA CITY DIVISION IS CURRENTLY REVIEWING THE MICROFICHE RECORDS IN ATTEMPT TO IDENTIFY INDIVIDUALS WITH THE PROPER TYPE OF AIRMEN CERTIFICATION TO HAVE BEEN EMPLOYEES OF SOUTHERN AIRWAYS AND POSSIBLY IDENTICAL WITH NAMES LISTED BY REFERENCED SEATTLE TELETYPE. IF PERTINENT INFORMATION IS DEVELOPED, LEADS WILL BE SET.

BALTIMORE DIVISION AT COLUMBIA, MARYLAND. WILL ATTEMPT TO LOCATE JAMES JOSEPH GREENHALGH TO DETERMINE IF HE WAS FORMERLY EMPLOYED WITH SOUTHERN AIRWAYS. IF SO, ASCERTAIN HIS KNOWLEDGE OF \$150 DEDUCTION AND IF HE IS AWARE OF ANY OTHER COWORKERS RECEIVING THE SAME DEDUCTION AND THEIR CURRENT WHEREABOUTS. SPECIFICALLY DETERMINE IF HE HAS INFORMATION CONCERNING COMPLETE NAME AND CURRENT LOCATION OF R. L. THOMAS OR [REDACTED]

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b7C

DALLAS DIVISION: AT BOWIE, TEXAS, WILL ATTEMPT TO LOCATE EDWARD BLONDELL OR DETERMINE HIS CURRENT LOCATION FOR INTERVIEW REGARDING HIS KNOWLEDGE OF ABOVE DESCRIBED \$150 DEDUCTIONS.

AT SANTO, TEXAS, WILL ATTEMPT TO LOCATE AND INTERVIEW [REDACTED]

[REDACTED] IN THE SAME MANNER.

DALLAS SHOULD ALSO GIVE CONSIDERATION TO MAKING INQUIRY IN THE MINERAL WELLS, TEXAS AREA IN EFFORTS TO LOCATE AND INTERVIEW

PAGE FOUR DE OC 0002 UNCLAS

R. L. THOMAS, PRESIDENT, SOUTHERN AIRWAYS.

BT

#0002

NNNN

REC

REC'D
TELETYPE UNIT

11 FEB 89 00 49Z

FEDERAL BUREAU
OF INVESTIGATION

Exec AD Adm.	
Exec AD Inv.	
Exec AD LES	
Asst. Dir.:	
Adm. Serv.	
Crim. Inv.	
Ident.	
Insp.	
Intell.	
Lab.	
Legal Coun.	
Off. Cong. & Public Affs.	
Rec. Mgmt.	
Tech. Servs.	
Training	
Off. Liaison & Int. Affs.	
Telephone Rm.	
Director's Sec'y	

INBOX.21 (#7715)

TEXT:

Y/CZCWM0035

PP HQ

DE WM 00035 0411714

ZNR UUUUU

P 101704Z FEB 89

FM FBI WASHINGTON METROPOLITAN FIELD OFFICE (161A-19411) (P) (A-1)

TO DIRECTOR, FBI (161-20403)/PRIORITY/

U N C L A S

BT

CITE: //3920//

SUBJECT: JOHN GOODWIN TOWER; SPIN(A).

REFERENCE BALTIMORE TELETYPE TO THE BUREAU AND WMFO OF

2/9/89.

REGARDING LEADS SET FOR WMFO TO LOCATE AND SUPPLY TO FBIHQ

VARIOUS AFOSI FILES, IT IS NOTED THAT AFOSI 8604D93-35 WAS

PROVIDED TO FBIHQ ON 1/18/89. FILE NUMBERS 8604D17-0/1681,

8604D26-0/288 AND 8604D34-0/611 WERE ADDRESSED BY A ROUTING SLIP

FROM WMFO TO THE BUREAU DATED 2/9/89.

U N C L A S

BT

#0035

Not Available

CC DESTROYED

NNNN

7 APR 25 1989

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6 / PB

SSP

FAC

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REC



SENATE ARMED SERVICES COMMITTEE
TELETYPE COVER SHEET

TO: FBITELECOPIER PHONE NO: 324 2574

OFFICE PHONE NO: _____

COMMENTS:

*John Goodman
et al.*

FROM:

(me)

OFFICE PHONE NO:

APR 25 1989

COPY SENT: 2-10-89 5:50am
(Date and Time)THIS TRANSMISSION CONSISTS OF 5 PAGES, INCLUDING
COVER SHEET

ENCLOSURE

ENCLOSURE ATTACHED

That is original

6/PM



394

SAM NUNN, GEORGIA, CHAIRMAN

JOHN C. STENNIS, MISSISSIPPI
 J. JAMES EXON, NEBRASKA
 CARL LEVIN, MICHIGAN
 EDWARD M. KENNEDY, MASSACHUSETTS
 JEFF BINGAMAN, NEW MEXICO
 ALAN J. DIXON, ILLINOIS
 JOHN GLENN, OHIO
 ALBERT GORE, JR., TENNESSEE
 TIMOTHY E. WIRTH, COLORADO
 RICHARD C. SHELBY, ALABAMA

JOHN W. WARNER, VIRGINIA
 STROM THURMOND, SOUTH CAROLINA
 GORDON J. HUMPHREY, NEW HAMPSHIRE
 WILLIAM S. COHEN, MAINE
 DAN QUAYLE, INDIANA
 PETE WILSON, CALIFORNIA
 PHIL GRAMM, TEXAS
 STEVEN D. SYMMS, IDAHO
 JOHN MCCAIN, ARIZONA

ARNOLD L. PUNARO, STAFF DIRECTOR
 CARL M. SMITH, STAFF DIRECTOR FOR THE MINORITY

United States Senate

COMMITTEE ON ARMED SERVICES
 WASHINGTON, DC 20510-6050

February 10, 1989

MEMORANDUM FOR JUDGE WILLIAM S. SESSIONS
 DIRECTOR, FEDERAL BUREAU OF INVESTIGATION

FROM: Sam Nunn, Chairman and John W. Warner, Ranking Minority Member

SUBJECT: Background investigation on Senator John G. Tower

The attached article is referred to you for your review in connection with the background investigation.

cc: to the President

b6
 b7C

JACK ANDERSON

TEL No.202-483-0046

Feb 10,89 10:57 No.002 P.03

b6
b7C

anderson, [] 2-9-89

TOWER/SPECIAL

A key reason for the holdup of Sen. John Tower's confirmation as secretary of defense is a disputed investigation into the possibility that several years ago in Geneva he cavorted with a woman who, unknown to him, was a KGB agent. At the time, Tower was the chief U.S. negotiator in strategic arms talks with the Soviets.

The man who began this investigation was a []

[] who went to work with the Arms Control and Disarmament Agency as a high-level [] His name is []

[] and, as a result of his single-minded pursuit of the investigation, he was banished to an outpost in []

[] was tipped off to the possibility that Tower might have been compromised. Our intelligence sources tell us that one tipster was the

[] in Geneva from 1985 to 1986. [] and the []

shared information while [] was working with the Air Force Office of Special Investigations on a related inquiry.

[] and [] investigated the possibility that Tower had slept with a foreign woman whom they suspected was a KGB "swallow" -- an agent whose specialty is pillow talk. Our sources say the suspicions about Tower were not included in any of the official investigative

JACK ANDERSON

TEL No.202-483-0046

Feb 10,89 10:57 No.002 P.04

reports, or Central Intelligence Agency cables because of the sensitivity of Tower's position.

We talked to [] who is now serving on the []

b6
b7C

[] He referred us to the Arms Control and Disarmament Agency, but they declined to comment. [] did tell us the investigation took its toll on him: "They were two very difficult years. I sleep well every night knowing we did the right thing for those two years."

The Air Force Office of Special Investigations inquiry focused on an [] in the 100-member arms control delegation who was accused of a variety of activities, including adultery with a woman who had Soviet-bloc connections and sloppiness with classified documents.

[] admitted to a sexual relationship with the woman who had Czechoslovakian relatives, but strenuously refuted all the other allegations. We have reviewed the three-part OSI report which is three and a half inches thick.

[] said, in his defense, that adulterous relationships were par for the course for members of the delegation. He listed 14 married military officers, employees of the Central Intelligence Agency, the Defense Intelligence Agency and the State Department and other delegation members who were having affairs in Geneva -- to his knowledge. He did not name them, and none of the descriptions fit Tower.

3

But [] saw [] charges as the canny reaction of a man trying to protect his own career by threatening to name others. A later inquiry into the case by the Office of Personnel Management reported that [] may have tried to call in favors to save his career:

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"After [] became aware of the seriousness of the allegations against him, he solicited a number of written endorsements from several ambassadors involved in the arms negotiations and from a great many high-ranking officials at ACDA. One or two of these individuals had initially made statements damaging to [] but later on revised their statements to fully support (his) character, actions and loyalty. [] said he has information to suggest that [] had assisted and accommodated several of these individuals in personal and professional matters, and their support of (him) may have been influenced by the assistance he had given them in the past, some of which bordered on improper conduct."

Tower was one of the ambassadors who wrote a letter of support for [] Tower called [] "a dedicated, hard-working man. In the face of it, I do not believe that the allegations against (him) are warranted. I regard his service as outstanding and his devotion to his country and his personal patriotism to be above reproach."

The Air Force felt differently. It issued a letter of reprimand which said: "Your adulterous relationship with (the woman), which you admitted, and your close association with [] living and working in close proximity to a cadre of Soviet agents."

4

The Senate Armed Services Committee is holding up Tower's confirmation. It has received several confidential communications regarding the alleged antics in Geneva. One came from Rep. John Dingell, D-Mich., whose energy subcommittee on oversight and investigations had accumulated some of the investigative files on the inquiries. Another came from a key Republican senator not on the Armed Services Committee who has expressed serious concern.

As a result, the FBI has been looking more closely into the allegation during the last week. The FBI interviewed the colonel's secretary over the weekend about Tower.

A spokesman for Tower said the nominee would not comment on these allegations before his confirmation hearings end.

#et

Memorandum

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SSP

CLASS
SERIALIZED
SER
REC

DIRECTOR, FBI

Date 2/10/89

(ATTN: [REDACTED] ROOM 4371)

From :

SAC, WMFO (161A - 19411

(P)

[Signature]

Subject :

JOHN GOODWIN TOWER

SPIN (A)

BUDED: PAST

RE: WMFO routing slips dated 2/9/89
and 2/10/89.

Enclosed for FBIHQ is the following:

1) Interview of [REDACTED]

1- ENCLOSURE

161-20103-395

7 APR 25 1989

1- FBIHQ
1- WMFO

[Signature]

FEDERAL BUREAU OF INVESTIGATION

2/10/89

Date of transcription

1

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[redacted] United States Senate, Armed Services Committee, 228 Russell Senate Office Building, Washington, D.C., telephone number [redacted] was advised of the identity of the interviewing agent and that she was being interviewed regarding a background clearance investigation concerning JOHN GOODWIN TOWER and any knowledge of current or past circumstances that might have a bearing on his suitability for Federal employment or access to classified information. [redacted] voluntarily provided the following information:

[redacted] advised that she came to the Armed Services Committee in the [redacted] along with [redacted]. Both came from [redacted] on Capitol Hill. [redacted] advised that she has always worked on the Democratic side of the Committee while TOWER represented the Republican side. [redacted] stated that she had no personal knowledge of alcohol abuse on the part of TOWER. [redacted] added that she had attended Committee functions within the office which were attended by TOWER but she did not notice if he ever drank any type of alcoholic beverage during these functions. [redacted] advised that she has heard through office gossip and the news media that TOWER has possibly abused alcohol at one time or another but she could not knowledgeable comment on this allegation.

[redacted] advised that she has no personal knowledge of any type of sexual indiscretions committed by TOWER. [redacted] added that TOWER has never made any personal advances toward her and she knows of no one whom he has made advances to. [redacted] stated that she has heard of this allegation through office gossip and news media but she could not responsibly comment on this allegation or provide further information.

Investigation on 2/9/89 at Washington, D.C. File # WMFO 161A-19411

by SA [redacted] and SA [redacted] EMB:anc Date dictated 2/10/89

ENCLOSURE

Memorandum



SE To

DIRECTOR, FBI

(ATTN: [REDACTED] ROOM 4371)

Date 2/10/89

b6
b7C

From :

SAC, WMFO (161A - 19411

(P)

Subject :

JOHN GOODWIN TOWER

SPIN (A)

BUDED: PAST

RE: WMFO routing slip dated 2/9/89.

Enclosed for FBIHQ are the following:

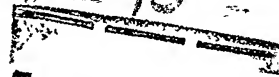
- 1) Interview of WMFO source
- 2) Results of a meeting at the Committee on Energy and Commerce, Subcommittee on Oversight and Investigations, concerning [REDACTED] and any possible involvement concerning the appointee

ENCLOSURE

1-FBIHQ
1-WMFO

re int.
wt

161-70103-396



APR 25 1989

6/1/89

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 05-19-2011 BY 60322 UC/LP/PJ/KM



161-20403-396
ENCLOSURE

FEDERAL BUREAU OF INVESTIGATION

2/8/89

Date of transcription

1

The following individuals were present in a meeting at the Committee on Energy and Commerce, Subcommittee on Oversight and Investigations, 2322 Rayburn House Office Building, Washington, D.C., concerning an investigation on retired Colonel ROBERT MOSER which may provide the Federal Bureau of Investigations (FBI) with additional information concerning JOHN GOODWIN TOWER. The individuals who attended this meeting are:

[redacted] Chief Counsel/Staff Director; [redacted] Special Assistant/Research Analyst; [redacted] Special Assistant; [redacted] Special Assistant/Research Analyst; and [redacted] Counsel. The following information was voluntarily provided to the investigating agents:

b6 per FBI
b7C

In 1988, a hearing occurred on the Subcommittee which dealt with a Department of Energy consulting firm, RDA Logicon. It is alleged that this firm did illegal lobbying with the United States Congress and also employed [redacted]

b6 per FBI
b7C

[redacted] During the 1988 hearing regarding the consulting firm, RDA Logicon, it was brought to the attention of the Subcommittee that [redacted]

[redacted] based on allegations made by [redacted] was detailed to the Department of State through an office of the Secretary of Defense billet for work on the Arms Control Negotiations in Geneva, Switzerland in 1984-1985. [redacted]

Investigation on 2/8/89 at Washington, D.C. File # WMFO 161A-19411

by SA [redacted] EMB/GMS:alp 2/8/89

b6 per FBI
b7C

WMFO 161A-19411

Continuation of FD-302 of [REDACTED]

, On 2/8/89 , Page 2 b6 b7C

[REDACTED]

It was pointed out to the interviewing agents that [REDACTED] was stationed in Geneva, Switzerland, during the same time frame as TOWER. [REDACTED] did not include TOWER in any allegations concerning sexual indiscretions but alluded to several key members of the negotiating team that were having extramarital affairs. Attached and made part of this FD-302 are the following documents: 1. Memorandum to the Office of Special Investigations, U.S. Air Force on the subject of the Geneva Delegation Observations, (underlining on both pages were on original copies when provided) 2. Memorandum from then Ambassador JOHN G. TOWER, Chief Negotiator for Strategic Nuclear Arms to whom it may concern regarding the subject of [REDACTED] 3. Report of the investigation from the Office of Personnel Management, Washington, D.C., 4. Memorandum from [REDACTED] to the Office of Special Investigations regarding alleged violations of security regulations. In only the first memorandum is there mentioned direct association with Senator TOWER.

[REDACTED]

No further information could be ascertained from the Subcommittee's files regarding [REDACTED] in regards to TOWER's involvement in sexual indiscretions in Geneva, Switzerland.



UNITED STATES DELEGATION
TO THE NEGOTIATIONS ON NUCLEAR AND SPACE ARMS WITH THE SOVIET UNION
Geneva, Switzerland

25 March 1986

MEMORANDUM

TO: Whom It May Concern

FROM: Ambassador John G. Tower *JS*
Chief Negotiator for Strategic Nuclear Arms

SUBJECT: [REDACTED]
[REDACTED] DEFENSE AND SPACE NEGOTIATING GROUP

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1. I have known [REDACTED] since I was named START Negotiator on January 18, 1985. On Saturday, January 26, 1985, I met with [REDACTED] for several hours to review the 1982-83 START negotiating record and to discuss how best to prepare for the new negotiations. [REDACTED]
[REDACTED]

2. [REDACTED] was an instrumental factor in planning, organizing and preparing the NST Delegation for negotiations which began on March 12, 1985. At the direction of the three Negotiators [REDACTED] Amb. Glitman and myself) and their Deputies, he was instructed to [REDACTED]

[REDACTED] In this regard, he had the responsibility for [REDACTED] which the three Negotiators recommended to ACDA on February 20, 1985. I find it incredible that [REDACTED] is alleged to have attempted to [REDACTED] If it were not for his efforts, carried out on the instructions of the Head of the NST Delegation, it is doubtful that anything would have [REDACTED] in time to support our needs.

3. With respect to handling [REDACTED]

[REDACTED] shared my concern that there were no written procedures for the NST Delegation. He was instrumental in having the Executive Director of the NST Delegation [REDACTED]

[REDACTED] However, I want to be very clear that these procedures were not agreed to by the three Negotiators. The October 18 procedures failed to recognize that the three Negotiating Groups were

[REDACTED]

d. Ambassador Tower in his 25 March memorandum (see Attachment #8) commented on this allegation as follows:

[REDACTED] was an instrumental factor in planning, organizing and preparing the NST Delegation for negotiations which began on March 12, 1985. At the direction of the three Negotiators [REDACTED] (Amb. Glitman and myself) and their Deputies, he was instructed to [REDACTED]

b6
b7C

[REDACTED] In this regard, he had the responsibility for [REDACTED] which the three Negotiators recommended to ACDA on February 20, 1985. I find it incredible that [REDACTED]

[REDACTED] is alleged to have attempted to [REDACTED] If it were not for his efforts, carried out on the instructions of the Head of the NST Delegation, it is doubtful that anything would have [REDACTED] in time to support our needs."

b6
b7C

25 FEB 1985

~~SECRET~~

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED EXCEPT
WHERE SHOWN OTHERWISE

DATE: 05-31-2011
CLASSIFIED BY 60322 UC/LP/PJ/KM
REASON: 1.4 (c)
DECLASSIFY ON: 05-31-2036
PER OGA LETTER DATED 5/23/2011

1

b7D

[REDACTED]
(WMFO 161A-19411
JPD:sgj)

Source has expressed a concern regarding disclosure of below information. Source information is highly singular in nature and if disclosed, could expose the identity of the source. Source will not testify regarding the below information.

On 2/8/89, [REDACTED] provided Supervisory Special Agent (SSA) [REDACTED] and Special Agent (SA) [REDACTED] with the following information:

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b7D

Source met with an acquaintance on 2/7/89, who works at the Pentagon. During their conversation, the topic of JOHN TOWER was discussed at which time the acquaintance voluntarily furnished the following information to the source.

b7D

[REDACTED]

[REDACTED]

Source, who has known acquaintance for several years, believes the acquaintance was either told about the above information or gleaned it from paperwork while at work.

b6
b7C

b1

per [REDACTED] 2/13
[REDACTED] can't reconstruct source

~~SECRET~~

(S)

Memorandum

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 05-19-2011 BY 60322 UG/LP/PJ/KM

b6
b7C



To : DIRECTOR, FBI
(ATTN: [REDACTED] ROOM 4371)

Date 2/13/89

From: SAC, WMFO (161 A - 19411)

(P)

Subject : JOHN GOODWIN TOWER

SPIN (A)

BUDED: PAST

RE: WMFO routing slip to FBIHQ

dated 2/10/89; Bureau routing slip dated 2/8/89; and Bureau teletype dated 2/10/89.

Enclosed for FBIHQ are the following:

- 1) Results of closed door testimony given by the appointee concerning his lobbying activities on 1/31/89 and on 2/1/89
- 2) Three documents from the Special Investigation Section, Office of Federal Investigation, Office of Personnel Management regarding [REDACTED]
- 3) Insert of investigation conducted at the SBA regarding the whereabouts of Hillary Sandoval, who apparently died in late 1971
- 4) Insert regarding rules for lobbying from the Committee on Rules and Administration and the Committee on Ethics, both of the United States Senate
- 5) FD-302 interview of [REDACTED] Office of Public Records, Secretary of the Senate, United States Senate and copy of the appointee's registration forms for which he indicated he was a lobbyist
- 6) FD-302 interview of [REDACTED] Office of the Clerk, Office of Public Records, United States Senate and one copy each of the fourth quarter 1988 reports filed by Tower and Associates pursuant to the Federal Regulation of Lobbying Act (Reports numbered 12488000 to 12488006)

ADMINISTRATIVE:

7 APR 25 1989

Per referenced teletype, WMFO was requested to reinterview

1-FBIHQ
1-WMFO

ENC. BEHIND FILE

6-ENCLOSURE

6/Jan

[redacted] As WMFO has previously and thoroughly interviewed [redacted] as indicated in referenced teletype, WMFO will not interview [redacted] UACB.

It should be noted that FBIHQ is being provided with the only copies of the appointee's lobby registration forms. This due to the fact that these do not reproduce very clearly, in fact, poorly. Therefore, WMFO will not be retaining any copies of these forms.

On 2/13/89, SSA [redacted] Supervisor, Squad C-2, WMFO advised SSA [redacted] that Squad C-2 was initiating an Election Law Violations case based on information contained in an FD-302 interview setting forth interview of [redacted] [redacted] Minneapolis, Minnesota, on 2/9-10/89. Leads deemed appropriate in the current SPIN investigation of Tower are being left to the discretion of FBIHQ. A copy of the FD-302 is enclosed.

Per FBIHQ facsimile dated 2/13/89, Inquiry at British Aerospace, Inc., Washington, D. C., reveals that [redacted] [redacted] British Aerospace, Inc., is no longer employed in this country and has returned to Great Britain. Thus, he will not be interviewed by WMFO. Any further investigation into this matter is being left to the discretion of FBIHQ.

Memorandum



To : DIRECTOR, FBI
(ATTENTION: ROOM 4371) Date 12/10/88

From : SAC, WFO 161 A - 19411 (P)

Subject : JOHN GOODWIN TOWER

SPIN

BUDED: 12/9/88 RE: WMFO report dated 12/10/88

Enclosed for FBIHQ is one FD-302 for receipt of Deposition given by TOWER on 6/9/87. This Deposition has been made a part of the FD-302, and is thus also enclosed.

FILE COPY - 19411 - 26 -

Searched _____

Serialized

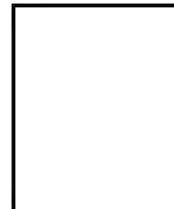
Indexed _____

Filed

1-FBIHQ
1-WFO 161A19411

ENCLOSURE

161-20403-398



Handwritten signatures and initials

FEDERAL BUREAU OF INVESTIGATION

1

12/9/88

Date of transcription _____

While conducting interviews of professional associates of JOHN G. TOWER, the interviewing agents were requested to come to Mr. TOWER's office. Shortly thereafter, [redacted] Attorney to Mr. TOWER, joined this meeting. TOWER and [redacted] were advised by the interviewing agents that the Federal Bureau of Investigation Headquarters had declined the proposal previously made by [redacted] that agents be allowed to read the deposition given by Mr. TOWER during his divorce proceedings, but that they not be allowed to take a copy of it. The agents requested instead that they be given a copy of this deposition for inclusion in this investigation. TOWER advised that he would be pleased to release the entire deposition to the Federal Bureau of Investigation and would gladly have it sent to the White House in connection with this investigation. However, he did not wish the many personal and financial details contained in the deposition forwarded to others who might have access to this investigation and who may not have the same strong sense of privacy that the Federal Bureau of Investigation and the White House have. The interviewing agents advised TOWER that any information he provided would be treated as confidentially as the entire investigation, but any information would become a part of this total investigation and would be furnished to anyone who had official access to it. TOWER advised, upon considering the question further, that he would release the entire deposition to the Federal Bureau of Investigation. [redacted] TOWER's Attorney, wished to add that the deposition should be viewed carefully and the circumstances surrounding it should be considered when acting upon information contained in this deposition. [redacted] reminded the agents that this deposition is not a completed product, and contains only a portion of the questions asked by Mrs. TOWER's attorney. Not only did Mrs. TOWER's attorney not finish his questioning, but [redacted] had no opportunity to further question TOWER during this deposition and TOWER had no chance to clarify or further explain any of these answers.

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b7C

In addition, [redacted] wishes to note that this deposition was given in the midst of what was becoming a bitter divorce dispute. [redacted] noted that the positions taken by TOWER and his lawyer as well as the position taken by Mrs. TOWER and her lawyer were both greatly exaggerated as a strategy toward reaching a

Investigation on 12/8/88 at Washington, D. C. File # WMFO 161a-19411
by SA [redacted] Date dictated 12/8/88

Continuation of FD-302 of JOHN GOODWIN TOWER, On 12/8/88, Page 2

final agreement with each other. [] advised that it is a common practice during such proceedings for each side to demand or request much more than it ever expects to receive, knowing that a final agreement between the two parties will fall somewhere in the middle.

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b7C

Finally, [] stated that he again wished to be sure it was understood that Senator TOWER is not at all reluctant to release pertinent information from this deposition. Rather, his only concern, was that personal and financial information which was contained in this deposition, but which is not at all pertinent to the investigation, would unnecessarily be made public or given to people who did not need to know this information.

TOWER stated that he would gladly release a copy of this deposition to the Federal Bureau of Investigation. His only request in this connection is that the above comments and cautions accompany this document to assist those who might read it and fully understand its meaning.

The document furnished by JOHN G. TOWER is identified as a deposition given by JOHN G. TOWER on June 9, 1987. A copy of this deposition is included herein and is to be considered part of this document.

060910V1 IN THE SUPERIOR COURT
OF THE DISTRICT OF COLUMBIA
FAMILY DIVISION
DOMESTIC RELATIONS BRANCH

-----X
LILLA BURT CUMMINGS TOWER, : Volume 1
Plaintiff, : Civil Action No.
v. : 1403-86
JOHN GOODWIN TOWER, :
Defendant. :

-----X
Washington, D.C.
Tuesday, June 9, 1987

DEPOSITION OF:

JOHN G. TOWER,
a witness, called for examination by counsel for the
Plaintiff, pursuant to notice and agreement of counsel, in
the offices of Williams & Connolly, 837 Seventeenth Street,
Northwest, Washington, D.C., beginning at approximately
11:00 a.m., before ROBERT F. SAGER, a Notary Public in and
for the District of Columbia, when were present on behalf
of the respective parties:

1 APPEARANCES OF COUNSEL:

2 For the Plaintiff:

3 WILLIAMS & CONNOLLY

4 BY: [REDACTED] ESQUIRE

b6
b7c

5 835 Seventeenth Street, Northwest

6 Washington, D.C.

7 For the Defendant:

8 DICKSTEIN, SHAPIRO & MORIN

9 BY: [REDACTED] ESQUIRE

10 2101 L Street, Northwest

11 Washington, D.C. 20037

12 I N D E X13 THE WITNESS:EXAMINATION BY:

14 JOHN G. TOWER

[REDACTED] 3

15 E X H I B I T S16 DEPOSITION EXHIBIT NUMBER:IDENTIFIED ON PAGE:

17 1

116

18 2

123

19 3

134

20 4

150

21
22 THE EXHIBITS TO THIS DEPOSITION WERE RETAINED BY COUNSEL.

P R O C E E D I N G S

Whereupon,

JOHN G. TOWER,

a witness, called for examination, having been first duly sworn, was examined and testified as follows:

EXAMINATION BY COUNSEL FOR THE PLAINTIFF

BY

Q. Would you state your ^ufall name, please.

A. John Goodwin Tower.

Q. And where are you presently residing?

A. 3525 Turtle Creek Boulevard, Dallas, Texas.

Q. Mr. Tower, would you like to be addressed as Senator, ambassador, Mr. Tower?

A. It doesn't matter. Senator is an honorific title.

Q. Are you in the habit of being addressed as Senator?

A. Yes, after 24 years people continue to call me that.

Q. Your present address, you said, was what?

A. 3525 Turtle Creek Boulevard, Dallas, Texas.

Q. Do you reside any other place or have you during

1 the course of say 1987?

2 A. Depends on what you call residence. I reside at
3 the Jefferson Hotel when I am in Washington, I have a
4 regular arrangement with the Jefferson. But I do not pay
5 for the time that I am not there, so I don't know how you
6 classify that. But I do regularly stay at the Jefferson
7 and have for I think almost a year.

8 Q. What is your arrangement with them?

9 A. That I pay a preferred rate which amounts to I
10 think \$100 a day with tax. I can give you a precise figure
11 on that if you would like me to.

12 Q. And they make efforts to retain a room for you?

13 A. Not always. Usually it is the same room but not
14 always. Sometimes it varies depending on what their
15 situation is.

16 Q. Can you give me a little bit of your family
17 background leading up to your education?

18 A. My father was a Methodist clergyman. And I was
19 born in Houston; we moved around various towns, my father
20 had various pastorates, primarily the eastern part of the
21 state. And I finished my high school education in
22 Beaumont, Texas, my undergraduate education at Southwestern

1 University, my graduate degree is from Southern Methodist
2 and I did graduate work ^{at the} [for] London School of Economics,
3 University of London.

4 Q. What is your age now?

5 A. My age now is 61.

6 Q. Date of birth?

7 A. 29 September 1925.

8 Q. Could you tell me what degrees you hold?

9 A. Bachelor of arts and master of arts.

10 Q. Bachelor from?

11 A. Bachelor from Southwestern University, master of
12 arts from Southern Methodist University.

13 Q. Do you have any honorary degrees?

14 A. Honorary doctorates from Alfred University, New
15 York; Howard Payne in Brownwood, Texas; Southwestern
16 University in Georgetown, Texas; Texas Tech at Lubbock,
17 Texas and Virginia Commonwealth University, Richmond.

18 Q. Did you obtain a degree from the London School of
19 Economics?

20 A. I did not.

21 Q. How long was your course of study there?

22 A. I studied there for one year and intended to

1 return and complete the Ph.D. there, but I got so involved
2 in politics I never made it back.

3 Q. Did you essentially complete your education
4 without first going into business or was it interrupted?

5 A. After I got my Bachelor's Degree, I laid out for
6 almost a year and was staff announcer for two radio
7 stations in 1948 and 1949. I went to SMU in 1949, took
8 some graduate courses, then spent a year in law school and
9 went back into the graduate school and completed my
10 masters.

11 Q. The year that you spent in the law school was
12 which law school?

13 A. The Southern Methodist University Law School.

14 Q. Did there come a time when you entered what would
15 be full time employment?

16 A. I was employed as an insurance agent part time
17 while I was a student at SMU.

18 Q. What type of insurance did you sell?

19 A. Fire and casualty. Not very successfully.

20 Q. And after that could you give me your --

21 A. Joined the faculty of Midwestern State University
22 in September 1951. Took a leave of absence for the years]

1 1952 to 1953 to attend the London School of Economics.
2 Returned to the faculty in 1953, and served ^{en} in that faculty
3 until 1960 until such time as I was nominated to the
4 Senate.

5 Q. What position on the faculty did you hold?

6 A. Assistant professor of political science.

7 Q. And --

8 A. Instructor first, and then assistant professor.

9 Q. And how long did you hold the position of
10 assistant professor?

11 A. Approximately seven years. Actually, I was a
12 member of the faculty for nine years. One year of that
13 nine I studied in England. The other eight years I was
14 actively teaching, the first year I was instructor, when I
15 returned from England I was made assistant professor. So
16 from 1953 to '60 I was assistant professor.

17 Q. Did you have tenure at the university?

18 A. I did have.

19 Q. Is it in 1960 you first entered politics?

20 A. No. I ran for the state legislature in 1954. I
21 lost.

22 Q. When was the next time --

1 A. Now, beyond that I was an official of the party.
2 For one year I was what is called precinct chairman, which
3 is comparable to precinct captain I think in most
4 jurisdictions. And from 1954 on or 1955 I was a member of
5 the Republican State Executive Committee, which is called
6 the state central committee in most states until such time
7 as I was elected to the Senate in 1961. I was politically
8 active throughout that period, serving as Eisenhower's
9 North Texas campaign chairman in the '56 general election
10 and serving as North Texas campaign chairman in a special
11 election for the United States Senate of ^{Thad Hutcheson} Wyatt Huchison,
12 Houston attorney.

13 Q. You say elected in 1961?

14 A. In a special election in 1961 on the resignation
15 of Lyndon Johnson to become vice president. Let me clarify
16 that. I ran in 1960. Johnson was up for both reelection
17 ^{to} and the Senate and was nominated vice president; so he was
18 running for two offices. He won and had to resign his
19 Senate seat, and I won the succeeding special election May
20 27, 1961. Sworn in on June 15 of that year. Served in the
21 Senate a total of slightly over 23 and a half years, almost
22 24 years.

1 Q. What was the last date you served in the Senate
2 of the United States?

3 A. January ³ 28 1985.

4 Q. And when did your last term begin?

5 A. My last term began January 3, 1979.

6 Q. Could you tell me the positions which you held as
7 a member of the Senate?

8 A. I served on the Labor Committee and the Banking,
9 Housing and Urban Affairs Committees originally. I was the
10 ranking Republican on the Banking Committee from 1971 to
11 1977.

12 I was also a member of the Budget Committee,
13 briefly a member of the Rules Committee; I was vice
14 chairman of the first Select Committee on Intelligence,
15 known as the Church Committee in 1975 and 1976.

16 I was the ranking Republican on the Armed
17 Services Committee from 1977 to 1981, ranking minority
18 member. I was chairman of the Armed Services Committee
19 from 1981 to 1985. The dates would be January 3 to January
20 3 in each case.

21 Q. How long had you actually served on the Armed
22 Services Committee?

1 A. I was chairman of the Republican Policy Committee
2 for 12 years, therefore a member of the leadership for
3 Republicans in the Senate.

4 Q. How long did you actually serve on the Armed
5 Services Committee?

6 A. I began service on the Armed Services Committee
7 on January 3, 1965, so my total service is 20 years ^{or} in the
8 Armed Services Committee. At this point I gave up my
9 position on the Labor Committee.

10 Q. And you served as chairman for four years?

11 A. Yes. Served as ranking member four years and as
12 chairman for four years.

13 Q. Do you have a what we call either biographical
14 data sheets or curriculum vitae?

15 A. I have a biographical sketch we would be glad to
16 provide you. I am sorry, I don't have a copy of it with
17 me.

18 Q. During the period of time that you were in the
19 Senate, did you keep a calendar?

20 A. Yes. Calendar like this (Indicating).

21 Q. Do you still keep a calendar such as that?

22 A. Yes.

1 [] And I notice, [] that it has not
2 been produced or at least I have not found it.

3 [] We would object to producing a
4 calendar unless you can make some demonstration of
5 relevance, []

6 [] I am going to ask him about much of
7 his activities in connection with his ten years of marriage
8 to Mrs. Tower. I am also going to ask with respect to his
9 activities concerning his present employment and where he
10 has been and what has taken place.

11 [] What is the purpose of the inquiry of
12 his activities during the marriage?

13 [] Standard of living, for one.

14 [] It is our position that is not
15 relevant to the question of support or property allocations
16 cases.

17 [] Fine. Also with respect to his
18 activities insofar as his income, expenses, needs,
19 financial ability to support his wife is relevant.

20 [] Financial ability. So you are
21 speaking about current calendars.

22 [] Yes.

1 [REDACTED] With respect to calendars that were
2 maintained during the marriage, I stated my position.

3 [REDACTED] I don't want to debate it with you.
4 You are either going to produce them or not. Apparently
5 you have taken the position there is no basis for producing
6 them, so we will make it an item, I assume, in the matter
7 of the subject of a motion for production of documents
8 which have not been produced, when we seek to compel the
9 production of those documents, as well as others which we
10 will go through as we go along.

11 [REDACTED] It is not relevant to any matter in
12 the case. So we can take that up.

13 BY [REDACTED]

14 Q. Senator Tower, do you feel you are in a position
15 to know where you were at any given time in the last two
16 years without the use of your calendar?

17 A. No, I don't think so. Although my calendars are
18 not always accurate on that point, because occasionally
19 perhaps an appearance was canceled or things were done that
20 didn't show up on the calendar, done on the spur of the
21 moment.

22 Q. I assume certainly since 1981 you traveled

1 extensively; is that correct?

2 A. That is correct.

3 Q. Both in the United States and abroad?

4 A. That is correct.

5 Q. Sometimes I assume that they may have been, trips
6 may have been on government business and transportation
7 provided by the government?

8 A. That is true.

9 Q. Sometimes it may have been provided on private
10 carriers and either paid for by the government or yourself;
11 is that correct?

12 A. That is correct.

13 Q. What would be the best record that you would have
14 or might be available which would indicate when those trips
15 were made and where they were taken?

16 A. I could reconstruct some of it from memory, but I
17 think I would have to consult calendars on that. I made
18 two trips to the Middle East for example in early 1984. I
19 made regular trips to Europe between 1981 and the present
20 time as a matter of fact.

21 Excuse me, again I am going to
22 take the position I don't think it is appropriate for these

1 questions to be answered on grounds of relevance. I don't
2 know what the relevance of the Senator's activities in the
3 past two years is to the question of whether or not Mrs.
4 Tower is entitled to any support in this case or any issue
5 with respect to the division of property.

6 [REDACTED] A brief answer. Yesterday as an
7 example there was serious question raised as to what she
8 listed as her needs, and the type of life that she had led
9 with the Senator and the type of things she felt she would
10 like to have now that her life with him has ended.

11 There was some question apparently as to whether
12 her demands were excessive or not and I think that the
13 excessiveness may in some part be resolved by whether or
14 not there was something that her and her husband had
15 participated in during their life together.

16 That is just a very small issue. But again I
17 don't want to take up the time here to debate it with you.
18 I have not asked him anything other than information as to
19 the nature and locality of documents which may be of
20 assistance to us should the court decide that it is
21 appropriate for us to get into such.

22 [REDACTED] Today we have no objection to the

1 Senator giving you what information he can off the top of
2 his head to the extent it is helpful in the deposition. I
3 want to maintain on the record however we think that line
4 of inquiry is objectionable and to the extent we believe it
5 gets out of hand we are going to have to resolve it with a
6 judge.

7 [REDACTED] Well, it doesn't surprise me you
8 take that position. I will just end this conversation and
9 colloquy by saying if we have to come back and depose him
10 again, that is what we will have to do. But I hope that we
11 could get through.

12 BY [REDACTED]

13 Q. I assume generally where you were traveling on
14 government business for reasons relating to the office that
15 you held, that in many instances the government would
16 provide you transportation?

17 A. True.

18 Q. I assume that generally when your travels were of
19 a more personal nature that transportation was on public
20 carriers?

21 A. Yes.

22 Q. For private individuals and non-governmental as a

1 general rule?

2 A. Well, this varied. Sometimes if I were invited
3 to make a speech somewhere, my travel costs would be paid
4 by the host, that kind of thing.

5 Q. But they would be on non-government airplanes?

6 A. Yes. I spent a lot of time on commercial
7 carriers.

8 Q. Where you traveled -- did you have a credit card
9 or an account with a travel agency that made your travel
10 arrangements?

11 A. Ordinarily we booked directly with the airlines.
12 I currently use a travel agent but I did not at that time.

13 Q. Who are you currently using?

14 A. [redacted] in Dallas.

15 Q. How long have you used her?

16 A. About eight months to a year. I am not certain
17 of the precise periods.

18 Q. And she operates a travel agency?

19 A. Operates a travel agency in Dallas.

20 Q. What is the name of that agency?

21 A. [redacted] ^{Travel Agency} -- just a second. It is a travel
22 agency that is located 3811 Turtle Creek Boulevard, Suite

1 250.

2 Q. In addition, do you have an account with American
3 Airlines, or did you?

4 A. Yes. Well, I have an airline credit card issued
5 by American Airlines.

6 Q. Can you give me --

7 A. All of these air travel cards I believe are
8 issued by individual airlines and mine is issued from
9 American, I do believe.

10 Q. Can you give me the account number for that?

11 A. Yes.

12 Q. The account number seems to be
13 1001-24013-010233. Repeating. 1001-24013-010233 in the
14 name of U.S. Senator John G. Tower and underneath it says
15 J. Tower.

16 A. That means the credit card goes to me
17 personally. At one time members of my staff also held that
18 credit card and I don't recall exactly but one might have
19 been provided for Mrs. Tower. But I don't remember. But
20 at least my secretary had one for convenience in making
21 reservations and getting tickets.

22 Q. I return the card to you. Where would that be

1 sent?

2 A. Nobody on my staff currently has one. I don't
3 think. Unless [] has one.

4 Q. Where would that bill be sent to?

5 A. To 3811 Turtle Creek Center, Suite 710, which is
6 my Dallas office. And that office is run by []

7 []

8 Q. How long have you had that office at that
9 location?

10 A. I had that office, oh, a little over a year/year
11 and a half perhaps.

12 Q. Prior to that time did you have another office in
13 Dallas?

14 A. I did not have another office in Dallas.

15 Q. Did you have another office in Texas?

16 A. No. I acquired that office actually -- actually
17 I officed with a friend until he had to ^{divest} [vest] himself of a
18 company. And I still office adjacent to him. And for the
19 first year or so I paid no rent. I now pay rent of a
20 little over a thousand dollars a month on that office.

21 Q. [] you said operates your Dallas
22 office?

1 A. Operates my Dallas office and also keeps my
2 accounts.

3 Q. And before you had this Dallas office at Turtle
4 Creek --

5 A. I had a federal office when I was in the Senate,
6 I had an office in Dallas, one in Houston, one in Austin,
7 one in Lubbock. Those were Senate offices, which of course
8 I gave up when I left the Senate.

9 Q. Just for chronology purposes, you left the Senate
10 in January 1985; is that correct?

11 A. That is correct.

12 Q. And shortly thereafter did you establish an
13 office in Dallas, and if so where?

14 A. I don't remember the exact time, but the only
15 office I have had in Dallas since then is at 3811 Turtle
16 Creek. I seem to remember that perhaps I acquired that
17 office sometime before I left the delegation in Geneva. I
18 can give you an exact time on that, but I can't give it to
19 you now. If you want me to provide that, I will be glad to
20 do so.

21 Q. I would like to get into the question of where
22 you have lived during the course of your marriage to Mrs.

1 Tower and subsequently. And could you tell me, do you know
2 the date you were married?

3 A. We were married the 29th of May 1977.

4 Q. You were married in Texas?

5 A. Dallas, Texas. Two o'clock in the afternoon,
6 Perkins Chapel, Southern Methodist University.

7 Q. At the time you were married did you have a
8 residence of any nature in Dallas?

9 A. Yes.

10 Q. What did you have?

11 A. On January 1, 1977, I took an apartment in a
12 development called University Gardens near the SMU campus
13 in Dallas. I don't recall the precise address.

14 Q. And how long did you hold that?

15 A. Until I believe the first of June 1979. I am not
16 certain about that date. Mrs. Tower might recall it
17 because she helped me close it down.

18 Q. At the time that you were married, did Mrs. Tower
19 also have a residence?

20 A. Yes, on 34th Street.

21 Q. And after you were married, shortly after you
22 were married did she continue to maintain that residence?

1 A. Yes, until the acquisition of 20 Kalorama
2 Circle.

3 Q. In 1977 when you were married, you of course were
4 a member of the Senate; is that correct?

5 A. Yes.

6 Q. After you were married did you reside when you
7 were in Washington with Mrs. Tower at her 34th Street
8 residence?

9 A. I did.

10 Q. Is there any particular time, Senator, when you
11 find over the period of years that you spend more time in
12 Dallas and more time in Washington? I assume as a layman
13 that coming up on elections you of course have to spend
14 more time with your constituents?

15 A. Yes, in 1978 when I ran for my last term,
16 particularly the last six months of the year a great deal
17 of time in Texas. However, still my Senate
18 responsibilities were sufficiently demanding that during my
19 Senate career I spent more time in Washington than I did in
20 Texas. But during that period I wouldn't spend all of my
21 Texas time in Dallas. As a matter of fact I could be
22 traveling over various parts of the state. I probably

1 spent close to as much time in Houston, for example, or
2 Austin or San Antonio as I did in Dallas.

3 Q. But throughout this period of time you always had
4 the home in Washington, D.C., 34th Street or 20 Kalorama
5 Circle; is that correct?

6 A. That is right.

7 Q. And after you gave up the apartment in 1979,
8 January 1979 at University Gardens, did you rent or
9 purchase any apartment or residence in Dallas?

10 A. No.

11 Q. Is it fair to say -- when was the next time that
12 you either rented or purchased an apartment facility in
13 Texas?

14 A. In March of last year.

15 Q. And what was that?

16 A. That is apartment 21 B, 3525 Turtle Creek. I
17 started there on I think April 1. April 1, yes, I had
18 leased the apartment with an option to buy.

19 Q. When did you start the leasing?

20 A. I believe the lease started on April 1.

21 Q. Of 1986?

22 A. Of 1986. Prior to that time when I was in Dallas

1 I stayed with [REDACTED]

2 Q. What was her address?

3 A. Her address was on [REDACTED] I will have
4 to provide that for the record. It is [REDACTED] I think, but I
5 am not positive about that address. And her name is [REDACTED]

6 [REDACTED]

7 Q. You say you stayed with [REDACTED] prior to
8 your renting the apartment at Turtle Creek. What unit is
9 that?

10 A. 21 B.

11 Q. When --

12 A. I have since purchased that apartment. And that
13 was on or about March 1 of this year.

14 Q. 1987. I will get into that a little later, thank
15 you. You said prior to your renting the apartment at
16 Turtle Creek you stayed with [REDACTED] That was after
17 your separation from Mrs. Tower?

18 A. Yes.

19 Q. During the period that you were married to Mrs.
20 Tower and you went to Texas for whatever purposes, where
21 did you stay, you and Mrs. Tower stay during the course of
22 those travels?

1 A. I sometimes stayed in hotels. And Mrs. Tower and
2 I, I think, always stayed in hotels in Dallas, usually the
3 Mansion on Turtle Creek.

4 Q. Now, I have seen an address listed for you in
5 Dallas on some form of documents or something, maybe they
6 were Senate documents for some reason or other, that appear
7 to be a residence but I don't think it was in fact a
8 residence, I think it was more an address or maybe a
9 friend's address or home, or relative or somebody you
10 listed as a Dallas residence during this period of time
11 that you really didn't have an apartment or home in
12 Dallas.

13 A. In Dallas?

14 Q. Or Houston. Some place.

15 A. You were probably referring to Wichita Falls,
16 which is my hometown. And I declared as a legal residence
17 the residence of a friend there. Both Lilla and I declared
18 that as legal residence in Texas.

19 Q. Who is your friends?

20 A.

21 Q. What was that address, do you know?

22 A. I believe.

1 Q. How frequently during the course of a year on the
2 average would you say you actually spent the night there?

3 A. That is hard to say. Just occasionally.
4 Sometimes I spent the night there and sometimes spent the
5 night with another friend at Wichita Falls by the name of

6 [REDACTED]

7 Q. Would it be fair to say that during the course of
8 the year you probably spent no more than four or five
9 nights with [REDACTED]

10 A. With the [REDACTED]

11 Q. [REDACTED]

12 A. Yes, I think that would probably be fair. I
13 can't give you a figure because we traveled of course all
14 over the State of Texas and I was in my home town ^{more} no often
15 than I was in Houston, Dallas, usually more often in the
16 major population centers.

17 Q. You had no place then you could really keep
18 clothes and was called a home since you were traveling so
19 much?

20 A. Not really.

21 Q. I think if you would help me now, during the
22 period of time that you were serving in the Senate, did you

1 in the course of your duties or for business purposes or
2 personal reasons have any extended stay at any place other
3 than in Washington? By comparison, what I am suggesting to
4 you is during the period where you were the arms
5 negotiator, you went to Geneva --

6 A. As a matter of fact I was permanently stationed
7 in Geneva, what is called PCS. So while I was back in
8 Washington, I was actually TDY in Washington.

9 Q. You understand what I am trying to find out,
10 whether or not during the course of your service in the
11 Senate you had anything comparable to that?

12 A. Okay, now in 1984 I was the state campaign
13 chairman for the Reagan-Bush ticket. And I spent a great
14 deal of time in Austin and resided at the ^{Driskill} [Driscoll] Hotel
15 while I was in Austin.

16 Q. But it was a hotel, it was not like --

17 A. Not a residence. It is the oldest hotel in
18 Austin.

19 Q. And you were not during the course of your duties
20 for instance as chairman of the Armed Services Committee
21 required to go any place for an extended period of time
22 where they provided you a residence. By that I mean more

1 than a few days or week?

2 A. Armed Services Committee?

3 Q. Yes, for any reason.

4 A. No. Usually when I was traveling under Armed
5 Services Committee business I spent no more than say two
6 nights, possibly three in any one place.

7 Q. Is that true for your service generally as a
8 Senator? Other than in Texas?

9 A. Yes. It would be very rare I would spend more
10 than two or three nights. I don't recall of any extended
11 stays.

12 Q. Is it also fair to say then as a result of the
13 survey that we have been through that your home in the
14 sense of where you hung your hat, got dressed for the great
15 majority of mornings in the mornings when you woke up was
16 Washington, D.C., either 34th Street or 20 Kalorama
17 Circle?

18 A. I think it would be fair to say that. Except
19 that I did reside with a friend here in Washington in the
20 period between my separation from my first wife, which was
21 September 19, 1976 and my marriage to Lilla.

22 Q. Yes, I am talking from the marriage on.

1 A. Yes.

2 Q. Can you give me some indication of your
3 lifestyle, let's say in the last five years of your
4 marriage -- before we get to that, I guess I should ask you
5 since the last five years of your marriage to cover the
6 period after service as a United States Senator what did
7 you do upon leaving the Senate in terms of your business
8 and professional activities?

9 A. I opened an office on 11th Street, McLachlen Bank
10 building there, which I had to close down within a few
11 short weeks because I went back into government service.
12 And on confirmation^{by} [of] the Senate I closed it down -- [by ?
13 the Senate act,] closed it down entirely. And I went on the
14 board of [a] ^{Re} public bank in Dallas and Astrotech in
15 Pittsburgh briefly for that period of time. I had two
16 board memberships but that was for a very brief period of
17 time because I went back into government pretty shortly
18 thereafter.

19 Q. And what position were you appointed to or did
20 you assume?

21 A. I was appointed as strategic offensive arms
22 negotiator with the rank of ambassador.

1 Q. Strategic offensive arms negotiator?

2 A. Yes. As distinguished from defensive, such as
3 antiballistic missile systems.

4 Q. Did we decide whether these included ^{TOW}[toe]missiles
5 or not?

6 A. No.

7 Q. The offense and the defense --

8 A. The ^{TOW}[toe]missile is a tactical weapon. I will
9 tell you what comes in the category. ICBMs --

10 Q. I am sorry, I am teasing you.

11 A. Okay.

12 Q. It was a question of whether they were offensive
13 or defensive when we apparently transfer them.

14 A. Yes. Well, it depends on how you use a weapon as
15 to whether it is offensive or defensive.

16 Q. That is what they say. And you took that
17 position, you said, when?

18 A. I can't remember the exact date of Senate
19 confirmation. I agreed to do it on the 18th of January.

20 Q. 1985?

21 A. 1985. 15 days after I left the Senate. And then
22 I went through the confirmation process and I think, I

Jan 30, 1985
1 believe I was put on the payroll of the State Department as
2 a consultant until such time as I was confirmed by the
3 Senate, and I was confirmed by the Senate I think in mid or
4 late February. Well, I can supply you with those dates if
5 you need them. (March 6, 1985)

6 Q. I don't think that is necessary. During that
7 period of time you continued to reside -- I believe at this
8 point it would have been 20 Kalorama Circle?

9 A. That is correct.

10 Q. And with that appointment as strategic
11 defensive --

12 A. Offensive.

13 Q. I am sorry, offensive arms negotiator -- I will
14 just use the term arms negotiator to refer to it -- how
15 long did you remain in Washington, D.C. before you took up
16 any other post?

17 A. Before I went to Geneva?

18 Q. Before you moved, yes.

19 A. I think we went to Geneva the first week in
20 March. I can give you precise data^e on that, but I believe
21 it was around March 6.

22 Q. And what was the reason for going to Geneva?

1 A. The first rounds of the resumed arms negotiations
2 between the United States and Soviet Union.

3 Q. And first of all, how long did you hold that
4 post?

5 A. I held that post until April 1, 1986.

6 Q. And from the time you went to Geneva on March 6,
7 did you take up residence in Geneva?

8 A. We had a residence provided for us.

9 Q. Could you describe that for me?

10 A. It was a Swiss villa -- modern Swiss villa type
11 house, a very commodious, comfortable house in ^{Chenbourg} [Shimbourg],
12 which is a suburb of Geneva.

13 Q. And how long did you remain in that home?

14 A. Oh, let me say initially we were placed in an
15 apartment on ^{Gustav Ador} [Gustafador] for about three weeks. And Mrs.
16 Tower discovered that this house was available and we
17 subsequently acquired that as quarters.

18 Q. Meaning it had been rented --

19 A. No, it had been occupied by the DCM of the local
20 mission. See, we have a mission in Geneva to the United
21 Nations. See, all the agencies, most of the agencies in
22 the United Nations are headquartered in Geneva and we

1 maintain a mission there, ambassador to the UN in Geneva as
2 distinguished from our embassy to the government of
3 Switzerland, which is in Bern. And the DCM of the mission
4 had occupied that house.

5 Q. And it was available for you to stay at?

6 A. Yes.

7 Q. Without incurring additional rental expenses?

8 A. I don't know what it cost the government
9 additionally, but they already had a lease on it.

10 Q. That is what I mean.

11 A. Yes.

12 Q. And it is in that home that you remained until
13 ^{✓ April} after 1, 1986?

14 A. No, I actually left there before that time. I
15 think our round ended in March, early March I believe of
16 1986. I had already sent in my resignation to the
17 president effective April 1, so I worked out of an office
18 in the State Department after I returned until April 1.

19 Q. What was the reason you resigned?

20 A. I wanted to get back in private life. And I had
21 some frustrations with the bureaucracy, I would have to
22 say.

1 Q. When you returned from that position, having
2 resigned effective April 1, where did you live?

3 A. I stayed at Fort Myer for a while. Guest
4 quarters at Fort Myer. That was on and off because I was
5 back in Texas a good bit of the time thereafter.

6 Q. And in Texas was there any particular place you
7 stayed?

8 A. With my [REDACTED]
9 [REDACTED]

10 Q. That would take us then through the time that you
11 separated from your wife; is that correct?

12 A. No, that is after the time.

13 Q. When you returned?

14 A. That is after the time. We separated before the
15 fourth round in November.

16 Q. It was during the course of your tour in Geneva
17 that you were separated; is that correct?

18 A. Yes, it was after we returned from the third
19 round we separated. I went back and negotiated yet another
20 round.

21 Q. With that specter in mind, from 1977 through the
22 period when you and your wife first went to Geneva and up

1 to the time where you thereafter separated, could you
2 describe for me your lifestyle, not so much in the sense of
3 your working at the office lifestyle but your lifestyle
4 with your wife, where you went, what you did, how you
5 enjoyed yourself, how you didn't enjoy yourself, friends
6 that you may have --

7 A. I would say we lived comfortably, but not
8 extravagantly. Lilla is an extremely good manager. And we
9 I guess attended the normal round of social events that you
10 do when you are in public life. Some routine and boring,
11 some very enjoyable. It is difficult to generalize about
12 them.

13 Q. With respect to the things that you did in
14 Washington and the people that you visited with and the
15 places that you went, could you tell me a little bit about
16 that?

17 [REDACTED] Just to clarify, [REDACTED] Are you
18 referring to personal things that were done during the
19 marriage or things that were connected to public life?

20 [REDACTED] Either way.

21 [REDACTED] Do you want him to distinguish --

22 BY [REDACTED]

1 Q. I assume if you are either invited to a Senator's
2 home or the White House or something like that, it is
3 obviously official nature.

4 A. Paul ^{Nitze} [Nitsa] regularly had receptions for
5 delegations we would usually go to, things of that sort.
6 Usually connected with my job.

7 Q. Did you attend receptions at various embassies?

8 A. Yes.

9 Q. Were you invited to the White House?

10 A. I don't recall a White House invitation during
11 that period.

12 Q. No, I am talking about the whole ten-year
13 period.

14 A. The whole ten-year period?

15 Q. Yes, the whole period you and your wife were
16 married?

17 A. Oh, we might have done one or two state dinners,
18 I don't recall. Not many, because you know the way they
19 work at the White House, you are on a list, rotating list,
20 and your name comes up every three or four years or
21 something like that.

22 Q. Did you attend --

1 A. More often probably we attended things that were
2 held by the Secretary of Defense in honor of visiting
3 defense ministers from a friendly country. That would be
4 more likely.

5 Q. Did you attend dinners or parties given by
6 friends just because they were friends?

7 A. Yes.

8 Q. And you were obviously invited simply because you
9 were a friend and not because of what you might do for
10 somebody?

11 A. Well, in Washington you never know. You never
12 know whether this person invited you because he loves you
13 or because he wants to get in your britches. You know this
14 town as well as I do. I assume that they were for friendly
15 purposes. And we attended a number of social functions
16 that I think were just friendly occasions, nobody ever
17 asked me to do anything or intercede for them.

18 Q. Were they enjoyable?

19 A. Some were, some weren't.

20 Q. What would you consider to be the things that you
21 did that particularly pleased you and your wife as a
22 married couple?

1 A. I think again I would have to generalize and that
2 is being with people we felt compatible with and people
3 that we liked. Some of these social functions that are
4 more or less official or semi official in nature, you don't
5 choose the guest list and you --

6 Q. Who would you say would be the people that you
7 found, thinking back, that you enjoyed, whose company you
8 enjoyed the most during the course of the years?

9 A. I wouldn't try to single that out.

10 Q. There were a group of people, however?

11 A. Let me say that I can think of ones that I think
12 we particularly enjoyed and those were affairs at the
13 British Embassy. I think we both enjoyed those functions
14 probably more than a lot of others. But you know, I
15 wouldn't say -- I'm not going to get in the business here
16 of trying to say which hosts in this town are crashing
17 bores and which are --

18 Q. No, I assume you had some good friends better
19 than other friends?

20 A. I tended to be fairly close to the British and
21 the Germans as far as any foreign contacts are concerned.
22 Might add the Tunisians, the Turks.

1 Q. Insofar as Americans are concern, people who
2 lived in Washington, D.C., did you have friends you
3 particularly enjoyed being with? I am sure you had many,
4 but I am trying to think of some in particular you spent
5 time with which you would not otherwise have been required
6 to do?

7 A. Oh, that is hard to say. Trying to draw a list
8 of friends is a difficult proposition. Some of them are
9 good friends, some of them are good acquaintances, if you
10 can appreciate the distinction.

11 Q. Yes. Did you attend any events of a
12 non-political or governmental nature, for instance the
13 ballet, opera, theater?

14 A. Yes.

15 Q. What did you and your wife do in that nature?

16 A. Usually we were able to get access to the
17 presidential box at the Kennedy Center.

18 Q. And you and your wife enjoyed seeing what there?

19 A. Ballet, primarily ballet.

20 Q. You and your wife both enjoyed that?

21 A. I think we might have seen a musical or two. I
22 can't remember everything, but ballet in particular. And I

1 think Mrs. Tower was particularly fond of ballet, and so am
2 I, so we usually tried to avail ourselves ^{of} to the
3 opportunity to see ballet there.

4 Q. Did you do more routine things, like did you
5 attend any lectures, book clubs, anything such as that?

6 A. Not much.

7 Q. Okay.

8 A. I participated in things of that sort, seminars
9 and did some lecturing.

10 Q. Did you have occasion to travel out of town for
11 the purpose for business/pleasure purposes or business
12 purposes where you could engage in things that were in
13 addition some pleasure to you, or stay over with friends or
14 to attend the theater during the course of these years?

15 A. I don't recall attending the theater any place
16 outside of Washington during that period. That is not to
17 say we didn't. We may have. I just can't recall any
18 specific instances. But there might have been occasions
19 where we did attend. Oh, I think we attended the theater
20 once in Dallas, maybe, the Dallas Theater Center. But I
21 don't remember really anything outside of town. Usually
22 when I went any place besides Texas it was to deliver an

1 address, for which I usually got an honorarium of \$2,000
2 which was the limit in the Senate at the time.

3 Q. Did your wife accompany you on occasion?

4 A. Rarely.

5 Q. Did you and your wife travel to any places to
6 visit friends simply for the purpose of visiting friends,
7 say did you or she, or together, go to Palm Beach,
8 Florida?

9 A. Yes. We did go to Palm Beach, yes.

10 Q. And why would you do that?

11 A. Couple of times we stayed at [] house that
12 [] had rented. Once we stayed at a rented residence
13 of a friend of mine in Dallas.

14 Q. And was that for just personal reasons?

15 A. Yes, that was just vacation, that was in about
16 September 1980, something like that, we spent about six or
17 seven days in a friend's house in Palm Beach.

18 Q. Did you ever travel north up into the New England
19 area for personal reasons, for vacation?

20 A. No. Not to my recollection, no. I don't
21 recall.

22 Q. Were there any other places that you recall in

1 the country traveling to with Mrs. Tower that you either
2 combined business and pleasure or principally for
3 pleasure?

4 A. Palm Beach about three or four times. We spent
5 about four days at Padre Island, Texas, once. You say in
6 the country?

7 Q. Did you take any trips where you would drive any
8 place?

9 A. I think we only took one driving trip of any
10 length and that was from Dallas down into central Texas.
11 Around San Antonio, somewhere down there.

12 Q. Directing your attention to trips abroad when you
13 would go for one reason or another during the course of
14 your duties in the Senate, while you were in the Senate,
15 let's just take that period of time first, did you have
16 occasion to go to places abroad, London or elsewhere?

17 A. Yes, Mrs. Tower accompanied me to the Paris air
18 show I think a couple of times. To Munich I think a couple
19 times. It was a combination business/pleasure. One year I
20 was the President's representative ^{at} of the Paris air show,
21 and Mrs. Tower accompanied me, and we were there five or six
22 days I think.

1 Q. Where did you stay?

2 A. At the residence, at the embassy residence.

3 Q. They treated you accordingly?

4 A. Well, they were always very hospitable.

5 Q. Meaning that they treated you as the President's
6 representative?

7 A. Yeah, I shook hands with Mitterand, so I guess I
8 was treated as the president's rep. But that is about all
9 I did.

10 Q. And did you have occasion to go to London?

11 A. Yes. And Mrs. Tower accompanied me to London on
12 a few occasions. I think one time we stayed at Claridge's
13 but most of the time we stayed at the admiral's guest flat
14 in ^{Grossvenor} [Grossvenor] Square, the ^{admiral} admirable being CINCUSNAV ^{EUR} or U.S.
15 Navy European headquarters at [Grossvenor] Square.

16 Q. On these occasions was your expenses or the
17 transportation provided by the government?

18 A. Yes, usually in those instances it was, except
19 that I think there might have been one or two trips that
20 were non-official in which we were still afforded the
21 courtesy of the guest quarters.

22 Q. Once in Europe did you ever take side trips? For

1 instance if you went to Paris would you go up to London, or
2 if you were in London go down to Germany, or something like
3 that during the course of this period?

4 A. Well --

5 Q. Or Geneva. Switzerland?

6 A. Usually I would tie a trip to London to a trip to
7 Munich, for example. That would not be unusual.

8 Q. And generally how long in terms of days would
9 these trips be?

10 A. Oh, usually less than ten days probably.
11 Sometimes maybe no more than a week. Total time.

12 Q. Is there any other place that you can recall
13 traveling to with Mrs. Tower of a business or personal
14 nature?

15 A. Yes, we went to Brussels and to Moscow. And to
16 Reykjavik on one trip, which was a Senate delegation headed
17 by Howard Baker.

18 Q. Anywhere else?

19 A. On that particular trip, those are the places we
20 stopped.

21 Q. Do you remember any other trips?

22 A. I think the only places Mrs. Tower ever

1 accompanied me were in Europe. She never did accompany me
2 on my Middle East trips.

3 Q. During these trips when you went to Europe with
4 your wife, what type of facilities were made available to
5 you in addition to what you have already described and in
6 terms of entertainment or events which you would attend?
7 For example, did you ever attend the theater in London or
8 the ballet in London?

9 A. We may have, but I don't recall.

10 Q. Or any of the major capitals --

11 A. Seems to me we might have seen a play in London,
12 but I don't recall.

13 Q. What generally was the type -- what were these
14 trips like for you and your wife, other than your
15 business?

16 A. Well, I think they were enjoyable. I don't know
17 how to describe them.

18 Q. Were the receptions usually --

19 A. Usually I had official meetings when I was
20 there. I frequently met with, for example, the British
21 defense minister and occasionally the British Secretary of
22 State for foreign ^{and} commonwealth affairs, and in Paris I

1 would meet with the minister of defense and Mrs. Tower did
2 not accompany me on those official visits. Now, there were
3 sometimes dinners. Ah, yes, during the ^{Farnborough}foreign air show
4 once there was a dinner. That was the last time Mrs. Tower
5 accompanied me for the ^{Farnborough}foreign air show, was in 1984, I
6 guess.

7 Q. And during the period --

8 A. And --

9 Q. Sorry.

10 A. And there was a dinner in which Geoffrey Howe the
11 Secretary of State for foreign and commonwealth affairs
12 spoke.

13 Q. During the period when you were in meetings
14 during the course of the day, she would have available to
15 her staff or someone to take her to --

16 A. Sometimes a car, sometimes not.

17 Q. She could go shopping or meet with friends if she
18 wished?

19 A. Yes, I suppose so.

20 Q. But did you sense that those trips were enjoyable
21 for her and that she --

22 A. Yes, I assume they were.

1 Q. And she would look forward to them, particularly
2 if they went to places where she had friends?

3 A. That would have been my impression, yes.

4 Q. Something different from campaigning in Dallas,
5 Texas?

6 A. Oh, yes. And different from being in private
7 life. You see, I am not invited to those kinds of official
8 functions now.

9 Q. You have to give them?

10 A. I give some.

11 Q. Do you remember going to Bermuda?

12 A. Yes. Mrs. Tower and I went to Bermuda for about
13 five days to a week, I don't remember the precise time, and
14 had available to us a guest cottage at the Naval air
15 station there.

16 Q. Who provided the transportation?

17 A. I think, again doing this from recall so I would
18 not swear to this, I wouldn't put my oath on the line on
19 this, but I think we went there by military transport and
20 came back by commercial. But I can't be sure. I don't
21 recall. That was I think back in 1981.

22 Q. How long did you stay there?

1 A. Five days to a week. I don't remember the exact
2 time.

3 Q. For a vacation-type stay?

4 A. Yes, vacation. And, too, I did some official
5 stuff. I spent a day of briefing with the Navy there. We
6 have ^{a P-3} [AP 3] operations there. And I spent part of a day with
7 chief petty officers. We spent a part of one day with the
8 British commandant there.

9 Q. Let me turn for a moment if I can to your staff
10 during the latter years that you were in the Senate. Let's
11 just say 1983, 1984, 1985?

12 A. Okay..

13 Q. Who did you have working for you in Washington,
14 D.C.?

15 A. Oh, Lord. I had probably up to 90 people at one
16 time. You have to understand, not only did I have my
17 personal office as Senator, I had the Republican Policy
18 Committee staff and the committee staff of the Armed
19 Services Committee, plus one or two staffers for Budget and
20 the Banking Committee. So it would be impossible for me to
21 name all of them.

22 My administrative assistant during that period

1 was [] now [] to the president for
2 legislative affairs in the White House.

3 Q. Insofar as your staff in your office was
4 concerned, as Senator, your Senate office, who did you
5 have?

6 A. For the last three years at least, [] was
7 my [] I had three or four LAs at that time. I think my
8 last one was []

9 My secretary during that period, personal
10 secretary, was []

11 Q. How long had she been your secretary?

12 A. She joined my staff in June 1980, I believe.

13 Q. And --

14 A. Joined me just before the Republican National
15 Convention in Detroit, whenever that was.

16 Q. She stayed with you up until the time you left
17 the Senate?

18 A. Until November 1984 and she is now the personal
19 secretary to Senator Warner.

20 Q. Who was your secretary from December to January
21 1985 when you retired?

22 A. I think [] acted as my secretary

1 during that period.

2 Q. Did you have any staff in Texas with respect to
3 your Senate office?

4 A. Yes, I had staff in Dallas, staff in Houston, and
5 staff in Austin. My Dallas staff was [] -- say at the end
6 of my Senate period, my staff director in Dallas was []
7 [] in Houston [] in Lubbock, I can't
8 remember the name of the young man I had in Lubbock, out of
9 law school. In Austin, young man by the name of []

10 []
11 Q. Did you have any secretarial staffs in those
12 offices?

13 A. Yes.

14 Q. Principal secretaries or secretarial staffs?

15 A. No, they were clerical staff serving largely the
16 staff director there or serving particular functions. It
17 was kind of hard to distinguish sometimes between clerical
18 and professional because sometimes clerical people might
19 handle a specific type of job, like some case work.

20 Q. Anyone else that you can recall who served in
21 your Senate office in Texas?

22 A. Well, in Austin, my employee of longest standing

1 I guess was a woman by the name of [] who
2 probably handled public works and that sort of thing to a
3 greater extent than she did clerical work. Some of my
4 people start out as clerical people and then move into a
5 more professional category.

6 Q. Did you have an office in Dallas?

7 A. Yes, [] handled that. []
8 [] was in that office. [] my

9 press --

10 Q. What was []?

11 A. She is the women I retain in my employ now that
12 joined my staff, about [] She has been with me
13 about [] years.

14 Q. What does she do for you now?

15 A. Keeps my books, my accounts, most of this
16 material we provided for you, she provided.

17 Q. Your personal things?

18 A. Yes. And she does clerical and does my
19 scheduling now. She is actually my only staff member in
20 Dallas.

21 Q. Any other clerical or secretarial person that you
22 can think of who has remained with you?

1 A. Yes, [] who does my clerical work here
2 in Washington. She was my receptionist for the last year I
3 was in the Senate.

4 Q. And she came with you when you left?

5 A. Yes.

6 Q. Where did she work after you left the Senate?

7 A. She and [] both worked in my office on
8 11th Street for that brief period of time. Then I got them
9 on with the State Department so that they served me on the
10 [ACDA active] payroll I think, Arms Control Agency, until I went
11 back to private life and then [] is the only one I
12 retained.

13 Q. I would like now to go into your employment.
14 Let's go first while you were in the Senate. Let's take
15 the last five years or so, 1980 to 1985.

16 A. Yes.

17 Q. When I say employment, I mean employment, your
18 official duties and whatever else you did that generated
19 income for you?

20 A. All right, in addition to my salary, I derived
21 income from honoraria.

22 Q. How long was it limited to \$2,000?

1 A. Oh, it has been limited to \$2,000 -- I think at
2 one time it was even a thousand, I don't remember. But it
3 has been the two thousand limit for a long time.

4 Q. Okay.

5 A. And I think there is an annual limit, or was one
6 then of 25,000 a year, something like that that you could
7 earn.

8 Q. What was your Senate salary in the latter years?

9 A. I think 73.5. I am not sure. I can't swear to
10 that. I will have to give you it, but that is an
11 approximation.

12 Q. Was there anything else from which you could
13 derive funds?

14 A. Yes, I had what is called a blow out preventer,
15 which is a piece of equipment on an offshore rig which I
16 borrowed the money to buy, and the purchase was leveraged
17 on a lease contract I had with the operator of the rig from
18 which after payment on my note I derived an income of
19 approximately \$600 a month.

20 Q. You say \$600 a month?

21 A. Yes.

22 Q. Anything else? This is up to the time that you

1 left the Senate now.

2 A. Yes.

3 Q. Any other sources of income?

4 A. No.

5 Q. I believe --

6 A. I have no assets. I mean no income-bearing
7 assets, income-producing assets.

8 Q. When you left the Senate, you told me that you
9 were on two boards briefly.

10 A. Yes.

11 Q. Astrotech?

12 A. In Pittsburgh, yes. And the Republic Bank or
13 Republic of Texas Bank, holding company, in Dallas. And I
14 was paid a director's fee on a per annum basis of \$20,000
15 for Astrotech and 15,000 for Republic^{an} I think that the
16 attendance fee for board meetings for Astrotech was a
17 thousand dollars and for Republic it was 500. I think I
18 made one board meeting each, maybe two Astrotech. Though I
19 think only one.

20 Q. Did you have to resign either of those
21 positions --

22 A. Resigned them both when I took on the

1 negotiator's job. And I was permitted no honoraria income
2 during that period, so my only additional outside income
3 was from the blow out preventer.

4 Q. And you estimate that is about \$600 a month?

5 A. About, yes.

6 Q. And when you assumed the position of arms
7 negotiator, that was a position of ambassadorial rank at
8 the State Department, is that correct?

9 A. Ambassadorial rank, this is a strange kind of
10 hybrid thing. I had the rank of ambassador. I was on the
11 State Department payroll, was supported by the Arms Control
12 Disarmament Agency and reported to the president. That is
13 about the best way I can sort that one out.

14 Q. Well, payroll gets my attention.

15 A. Yes.

16 Q. You were on the State Department payroll. What
17 did they pay you?

18 A. I think that the salary was around 73.5,
19 roughly.

20 Q. About what you had been earning as Senator?

21 A. About what I had been earning as Senator.

22 Q. In addition did they provide for any of your

1 expenses?

2 A. I have never recovered everything the State
3 Department owes me in the way of per diem for TDY
4 Washington and for a couple of air travel vouchers. It is
5 lost somewhere in the bureaucracy over there.

6 Q. When you say TDY Washington?

7 A. Means temporary duty Washington. To use their
8 terminology I was PCS, permanent change of station Geneva,
9 meaning you are actually stationed in Geneva. So between
10 rounds when we came back to Washington we were on temporary
11 duty in Washington and I operated out of the seventh floor
12 of the State Department.

13 Q. And you were on per diem at that point?

14 A. Yes. And sorry, I can't tell you how much it was
15 supposed to have been, but I am out probably about five or
16 six thousand bucks for that period, including the air
17 vouchers. Maybe more than that.

18 Q. When you say you are out, meaning you put a claim
19 in for it and haven't been paid?

20 A. That is correct.

21 Q. But actually when you were coming back to
22 Washington, that was home for you, not in the State

1 Department context but --

2 A. I would have to say that Texas is always home for
3 me even though I didn't have a residence. My residential
4 home was Washington, yes.

5 Q. But you were being paid a per diem by the State
6 Department because they considered your station to be
7 Geneva?

8 A. And it is a certain amount they subtracted
9 because we had a house to live in. So they subtract a
10 certain amount from your per diem if you have a house in
11 Washington. If you are out staying at a hotel or something
12 like that, they compensate you more. So I think it would
13 come down to maybe something like \$25 or \$30 a day when you
14 have your own residence.

15 Q. When you are in Geneva, do they pick up your
16 expenses?

17 A. They provided me with a house. They did not --
18 but we paid for our own food.

19 Q. They provided you with any maid or servants?

20 A. Provided us with a maid. A part time handyman
21 and a driver. And a bullet proof car.

22 Q. Any other expenses that they paid for?

1 A. We had what we called representational funds for
2 entertainment. The basic rule was that you had to have
3 approximately 50 percent of your guests as non-Americans or
4 in the case of Congressional, when Congressional types came
5 through we could use representational funds to entertain
6 them. For any private entertaining we did, that came out
7 of our own pockets.

8 Q. What funds were available for entertainment,
9 representational funds?

10 A. I think something like \$4,000, around that,
11 lasting for eight weeks or so, roughly. I don't think I
12 ever used up all my representational funds because, oh,
13 things like wine and liquor could be acquired in the
14 commissary for a very low price. So it was about adequate,
15 I think.

16 Q. What was your --

17 A. But that also covered my subordinates
18 entertaining their counterparts. For example, if General
19 Aldridge, who was the JCS rep on my delegation, wanted to
20 entertain General ^{Starodubov} [Star Duboff] in the Russian delegation he
21 would have access to those funds as well.

22 Q. What was your arrangement with Astrotech in

1 Pittsburgh? What were you to provide them?

2 A. I was to be a consultant as well as a board
3 member.

4 Q. What were you consulting on?

5 A. Consulting on matters that the company had an
6 interest, for example, ^{they} [there] were in those days ^{servicing} [services]
7 satellites that went aboard the shuttle. And they had some
8 other interests at that time. I made one trip to England
9 for them with the president of the company which was to try
10 to interest some English people in financing for a
11 particular project. I think to go beyond that would be
12 proprietary information.

13 Q. Well, how did you come to be employed by
14 Astrotech?

15 A. [] who is [] is an old friend and
16 associate. I am still on their board, but I think the
17 company is verging on bankruptcy now.

18 Q. Are they still --

19 A. Well, I don't think that is relevant.

20 Q. Are they still paying you?

21 A. They haven't in a long time.

22 Q. But you are still there for \$20,000?

1 A. They owe me approximately \$30,000.

2 Q. What was the compensation, \$20,000 a year or when
3 you returned --

4 A. \$20,000 a year for the board membership.

5 Q. And how about your consultancy?

6 A. That was 25,000 a year.

7 Q. Well, let's go back for a moment, so we have a
8 before and after Geneva.

9 A. Okay, I came back on the Astrotech board when I
10 came back.

11 Q. I understand. Let's deal first with the period
12 before you went to Geneva for that short period of time.
13 Did you have a consultancy then also?

14 A. Yes.

15 Q. Was that a flat sum that you were to receive?

16 A. It was \$25,000 a year, which would be the minimum
17 they would pay me on a basis of a thousand dollars a day
18 for activities on behalf of the company. I took one trip
19 last summer on behalf of the company.

20 Q. That was after --

21 A. For which I was to be compensated at the rate of
22 a thousand dollars a day plus travel expenses. I think you

1 have to understand that is not a very good business
2 arrangement but [REDACTED] was a personal friend of mine
3 and this was a company trying to get off the ground.

4 Q. Why do you say it wasn't?

5 A. Because I do far better than that in my
6 consultancy arrangements with others, which I think you are
7 already apprised of.

8 Q. What would you consider to be a good
9 consultancy?

10 A. I think a hundred thousand is reasonable.

11 Q. For the year?

12 A. Yes.

13 Q. Is it sort of like a retainer basis?

14 A. It is a retainer basis.

15 Q. Does that contemplate so many hours or days?

16 A. Usually they state it arbitrarily in days but it
17 might be a part of one day, or three days running, might be
18 only a phone call one day or you do nothing for days. They
19 usually calculate it is 30 days worth of time.

20 Q. For a hundred thousand?

21 A. For a hundred thousand.

22 Q. And if you began to run over that, they would

1 compensate you for the additional time?

2 A. Not necessarily. We didn't really keep track of
3 days or times since I was on a flat retainer.

4 Q. Well, if you were at some place for an extended
5 period?

6 A. For example, I took a trip for LTV to the Middle
7 East, Turkey as a matter of fact. And with one of their
8 sales reps. And I didn't charge them a per diem or
9 anything like that. They paid my expenses, but that was
10 considered to be a part of my dedication of time to the
11 company.

12 Q. For which the retainer with LTV was what?

13 A. Retainer with LTV is 96,000. It is \$8,000 a
14 month.

15 Q. Let me go back and take these sort of one at a
16 time. Astrotech in Pittsburgh, your arrangement with them
17 before you went to Geneva was the same arrangement you
18 picked up again when you returned?

19 A. Yes.

20 Q. And which goes on to this day though they owe you
21 about \$29,000 or \$30,000.

22 A. Yes.

1 Q. You say also that you had an arrangement with the
2 Republic Bank?

3 A. I did not resume that. I did not go back on the
4 Republic board.

5 Q. Did they pay you in 1985 the \$15,000?

6 A. No, they paid me a portion of it. I guess for
7 something like two months.

8 Q. Prorated?

9 A. For whatever the time was between my departure
10 from the Senate and the time I was confirmed by the Senate,
11 my ambassadorial job, they paid me proportionately for that
12 time.

13 Q. What was the reason you did not go back on the
14 board?

15 A. Of Republic?

16 Q. Yes.

17 A. I was not invited to. And I am a little relieved
18 I wasn't, because a bank board is not a good thing to be on
19 in Texas right now.

20 Q. What was your financial situation when you left
21 the Senate until the time that you assumed -- well, that is
22 a very brief period of time.

1 A. I think I was debt free and had a small amount in
2 the bank.

3 Q. This would have been in the end of 1985?

4 A. The beginning of 1985. I had a small amount in
5 the bank. I was current on my debts. I had made some
6 money from honoraria and then the money that I was getting
7 off the blow out preventer.

8 Q. And --

9 A. I can't tell you how much at this point.

10 Q. Your situation when you assumed your post in
11 Geneva, your financial situation in the early part of
12 1985?

13 A. It would be the same as when I left -- maybe
14 slightly improved. But not much. I got enough out of
15 Astrotech and Republic Bank, maybe one speaking engagement
16 or something like that to pay my rent on 11th Street and
17 pay my staff. And that is about it. I about broke even,
18 maybe came out a little bit ahead on that.

19 Q. What was your financial situation up until the
20 time you left your post in Geneva and the State
21 Department?

22 A. I had -- I think I was debt free most of the time

1 and had some money in the bank. One thing that I could do
2 if I needed a little additional money was to defer a
3 payment on my blow out preventer.

4 Q. Was that cash drain as opposed to --

5 A. I would just defer payment, pay the interest for
6 that month and the bank permitted me to defer payment.

7 Q. Were you receiving any income on the blow out
8 preventer?

9 A. Yes, I paid about -- I think 3,200 was my lease
10 arrangement. I paid about 2,600 on my note.

11 Q. A month?

12 A. Yes.

13 Q. And you were receiving 32?

14 A. About 32. I am giving you approximate figures
15 now. Not precise.

16 Q. I see.

17 So when did your prospects change, if at all,
18 prior to I think we are talking when you left Geneva would
19 have been about March or April? April 1 you resigned?

20 A. April 1. I did not go on anyone's retainer,
21 payroll, until April 1 because I was officially still --

22 Q. What were your prospects up to that time, your

1 financial situation. Well, I know what your financial
2 situation was.

3 A. My prospects were relatively good because I know
4 the defense business pretty well, I know Washington well, I
5 am pretty well plugged in in this town, so I was
6 marketable. And that is why I was signed onto these
7 retainer. British Aerospace asked me to come on board
8 fairly early.

9 Q. When would that be?

10 A. I went on board with British Aerospace I think
11 the first of June. Because my contract just expired.
12 Yes.

13 Q. Of 1986?

14 A. Yes. I went on to Astrotech right away, I think
15 the first of April.

16 Q. And when did you sense that you would have this
17 type of increase in income?

18 A. When did I sense it? I knew once I went back
19 into private life I could improve my income just by going
20 on corporate boards if nothing else. But on a consultancy
21 basis, I thought I was marketable as a consultant.

22 Q. Your income actually did not -- or did it --

1 increase prior to the time that you left on April 1, 1986?

2 A. No, my income increased after that.

3 Q. Only after that?

4 A. Yes.

5 Q. Did you negotiate for any consultancies for which
6 you did not receive an offer?

7 A. No.

8 Q. Can you tell me all of the people for whom --

9 A. They came to me.

10 Q. Can you give me the names of the people with the
11 companies or their representatives?

12 A. All right, LTV.

13 Q. The first you say was whom, the first person that
14 came to you in terms of coming to you?

15 A. The first person I think was -- the first person
16 unquestionably was Astrotech; [REDACTED] called me and
17 said I want you on board with me.

18 Q. When would you say that was?

19 A. April 1.

20 Q. As soon as you left?

21 A. Yes.

22 Q. And that was the \$20,000-\$25,000 that we talked

1 about?

2 A. Yes.

3 Q. Who was next?

4 A. The next was British Aerospace.

5 Q. Anyone in particular?

6 A.

7 in London.

8 Q. When did he contact you?

9 A. It was in London in May of last year. We had
10 been personal friends. I saw him in London and he asked me
11 what I was doing, and I said going back into the private
12 sector and he said something to the effect that -- do we
13 have to put all this on the record?

14 Q. No, I am only interested in whether it appeared
15 that you were going to enter in agreement with them and if
16 so what agreement did you enter?

17 A. No, I had no knowledge I would until I visited
18 him in London coming back from a speaking engagement in
19 Luxembourg, I believe.

20 Q. In May?

21 A. May of last year. And then he asked me.

22 And then the next I believe was LTV.

1 Q. Let me ask what was the arrangement?

2 A. \$100,000 a year.

3 Q. And you said that was about --

4 A. That included not only consulting, but a
5 directorate on BAE, Inc., which is the American subsidiary
6 of British Aerospace, headquartered out here in Dulles
7 Airport.

8 Q. And that was in contemplation of something up to
9 approximately 30 days of work?

10 A. Something like that. Except I am a director, I
11 get no fee for attending board meetings.

12 Q. Do you have a written agreement on that?

13 A. I have a written agreement.

14 Q. Do you also have one with respect to Astrotech?

15 A. I have a letter of agreement with Astrotech. No
16 contract, but letter of agreement. I have a contract with
17 British Aerospace.

18 Have you provided those?

19 I don't know, frankly.

20 I have not seen them. Would you?

21 I don't think we would have

22 objection. I would like to review them. I am sure we can

1 make them available to you to see, I am not quite sure we
2 want to turn them over.

3 THE WITNESS: I have to protect proprietary
4 information.

5 [redacted] I am only interested in the income.

6 [redacted] We will be happy to give you whatever
7 relevant information on those.

8 [redacted] The financials.

9 THE WITNESS: I can give you that, that is
10 simple.

11 BY [redacted]

12 Q. Can you tell me a little bit about the type of
13 thing you do for British Aerospace. And I don't mean to
14 intrude into the proprietary information, but I would like
15 to know the types of things if possible?

16 A. Give them advice on prospects for selling certain
17 systems to the Defense Department. Give them advice on
18 their domestic commercial sales.

19 Q. What kinds of product do they produce?

20 A. Occasionally maybe talk to a person for them and
21 relay information back to them.

22 Q. What kind of products do they produce, sell?

1 A. They produce a full range of aircraft. They
2 produce the AV8B Harrier co-produced with McDonnell
3 Douglas. The Hawk, which is the trainer the Navy has just
4 adopted. The Tornado, which is the European standard
5 fighter. They produce the BAE 146, which is a short range
6 jet. The Jet Stream 31 which is a commuter aircraft in
7 service to American Eagle and that kind of operation. They
8 have come out with a new advanced turbo prop aircraft which
9 is going into commercial marketing. They make part of the
10 air frame for the air bus.

11 Q. Can you --

12 A. And then they also make weapons systems like Sea
13 Wolf and Rapier.

14 Q. Where are you of the most assistance to them?

15 A. Well, most of the advice I have been giving
16 lately has been in the commercial market not the government
17 market, strangely enough; I thought it would be the other
18 way around.

19 Q. Commercial buyers of the aircraft themselves?

20 A. Yes.

21 Q. Who would they be? I mean what type of person
22 would they be? The company.

1 A. It would be a CEO of a company.

2 Q. Are you talking about a company that runs a
3 commuter airline or company that might use them for private
4 purposes?

5 Off the record a minute.

6 (Discussion off the record)..

7 BY

8 Q. Is it fair to say that their market includes not
9 only the United States defense market but the civil --

10 A. Commercial market.

11 Q. Civil commercial market?

12 A. Yes.

13 Q. Have you found that you have been of assistance
14 to them?

15 A. Well, they have just renewed my contract so I
16 assume that perhaps they regard me as having been of
17 assistance.

18 Q. It was renewed the period beginning when?

19 A. The period beginning first of June.

20 Q. 1987?

21 A. Yes.

22 Q. At the same price or more?

1 A. Same. It is simple renewal. Same terms and
2 conditions.

3 Q. Is there a letter or anything to that effect?

4 A. Yes. Just signed the contract this morning.

5 Q. So you assume, then, they are happy with your
6 services?

7 A. I have to proceed on that assumption or I doubt
8 they would have renewed my contract. I had lunch with

9 [REDACTED] in London last Wednesday.

10 Q. Did --

11 A. I just have to assume here.

12 Q. And he indicated no displeasure for what you have
13 done?

14 A. They never indicated any displeasure to me.

15 Q. That was the second person or contact that you
16 had?

17 A. Yes.

18 Q. Could you tell me who the next was?

19 A. LTV.

20 Q. And what individual?

21 A. Largely through [REDACTED] who is their senior
22 vice president for government affairs, I believe.

1 Q. And what is your arrangement with them? First of
2 all when were you contacted?

3 A. Summer of last year. I can't give you the
4 precise time.

5 Q. And what was your arrangement with them or what
6 is your arrangement?

7 A. 8,000 a month. 96,000 a year.

8 Q. And what does that contemplate that you would do
9 for them? That is a consultancy also?

10 A. Yes. Involving not only sales to the Department
11 of Defense but foreign sales as well. We call it FMS,
12 foreign military sales.

13 Q. What are their products?

14 A. LTV makes parts of the air frame for the B1,
15 parts of the air frame for the 747, I believe, though they
16 are no longer a primary air frame contractor. They make
17 the multiple launch rocket system which is a rocket
18 artillery system. They are into projectiles, ASAT.

19 Q. Which is what?

20 A. Anti satellite.

21 Q. Anti satellite missile?

22 A. An anti satellite attack system.

1 Q. With respect to the B1 bomber, for instance, is
2 that a product that they would hope that the United States
3 Government might purchase, continue to purchase?

4 A. I don't think they would hope so any more. I
5 think that the prime contractor and all the subs have come
6 to the conclusion there would be no more purchases of the
7 B1. This was an aircraft that was acquired on a quick
8 acquisition basis over a period of about three years. They
9 are already on the down side of the curve now on the B1 and
10 it was for a hundred aircraft. Everybody is going out of
11 the B1 business.

12 Q. What is it that you would say that they make
13 which the United States might be interested in purchasing,
14 the Defense Department?

15 A. Well, they currently do purchase the multiple
16 launch rocket system and they recently got a contract for
17 retrofitting the A7 which is light attack aircraft which
18 was originally made by them as prime contractor.

19 Q. What were the contract prices on these?

20 A. I can't tell you what is the per copy contract
21 was. I had nothing to do with it. I was not involved in
22 it at all so I can't give you finances.

1 Q. I am trying to get some sense of what it is you
2 can do for them?

3 A. It was published in Defense Daily. It is no
4 secret..

5 Q. Just trying to get some sense for how you helped
6 LTV vis-a-vis the Defense Department.

7 A. Primarily foreign sales.

8 Q. And those would be -- well, they are not
9 interested in B1s and I assume 747s.

10 A. They will probably continue to be a sub for
11 Boeing ^{on} [and] whatever aircraft they produce. Their
12 manufacturing is very much the last whisper, they are very
13 efficient, well automated. So I would assume that they
14 would be in the air frame subcontracting business for some
15 time.

16 Q. And the anti satellite systems?

17 A. Anti satellite of course is an experimental
18 system.

19 Q. That has a future?

20 A. That has a future.

21 Q. Both here and abroad?

22 A. No, just here.

1 Q. Just here?

2 A. Yes. There will be no ^{FMS} [MFS] potential on that.

3 Multiple launch rocket system is the one with the greatest
4 foreign potential, it is a NATO standard weapon.

5 Q. Are there any members in the Defense Department,
6 in the broadest sense, Air Force, Army, Navy, Marines, who
7 at any time worked for you or under you or gained their
8 knowledge in this field?

9 A. Yes, [REDACTED]
10 [REDACTED] was [REDACTED] on the Armed Services
11 Committee.

12 Q. Would he be in the position where you might
13 evaluate the efficacy or the likelihood of the government
14 purchasing these things?

15 A. He might do that, but let me say that it would be
16 a very unethical relationship.

17 Q. I am not suggesting anything improper?

18 A. But I want to make it very clear, I am very
19 conscientious about this, and don't use my contacts in any
20 but the most ethical way. If I have ever any doubts I get
21 a legal opinion.

22 Q. I am not suggesting that. I am suggesting you

1 might know him and he might know you to be a person that
2 knows what he is talking about and therefore give more
3 attention to than someone. --

4 A. Yes, but usually I am trying to get information
5 from him, can you check this program and see the status of
6 it now.

7 Q. But it is very helpful to you?

8 A. It is helpful, of course.

9 Q. The next arrangement then -- well, you were
10 talking about the summer of 1986. When did you enter into
11 the agreement with LTV? Was there an agreement?

12 A. Yes, it was a six month agreement that was
13 renewed about two months ago. I am led to believe at this
14 point that maybe Rockwell was the next after LTV. I can't
15 guarantee the chronological sequence.

16 Q. At this point it doesn't make any difference.

17 A. Let's say LTV probably.

18 Q. You say they renewed the agreement, which was a
19 six months agreement two months ago?

20 A. Two or three months ago.

21 Q. And there is an agreement and you will check with
22 counsel to see if the financial portions of it can be

1 provided?

2 A. Well, it is a flat 96,000 retainer.

3 Q. Plus expenses?

4 A. Plus any expenses I incur.

5 Q. Do you have a limit --

6 A. That doesn't include routine clerical and that is
7 part of my overhead. Even phone calls. But unusual travel
8 or that kind of thing.

9 Q. Well, if you entertain for them here in town, you
10 could --

11 A. They will pick up the tab for it. Yes. Which I
12 have done. Host a party for a visiting dignitary and they
13 pick up the tab for it.

14 Q. And has there been any indication that they are
15 anything other than satisfied with your services?

16 A. I don't have any indication of anything other
17 than satisfied.

18 Q. There was no hesitancy on their part to renew
19 it?

20 A. No.

21 Q. The next arrangement that you entered into was?

22 A. Rockwell International.

1 Q. Does that have anything to do with [REDACTED]

2 [REDACTED]

3 A. No. It is the company that [REDACTED] developed
4 but then he left it. He got into a fight with his Board of
5 Directors and got out of it and divested himself of any
6 interest he had in it.

7 Q. Rockwell International, who is the person that
8 contacted you?

9 A. [REDACTED]

10 Q. Where are their offices? Main offices?

11 A. Pittsburgh.

12 Q. That is where his office is?

13 A. Yes. See, the headquarters remained there after
14 [REDACTED] left.

15 Q. I see.

16 A. Rockwell International -- well, it doesn't
17 matter.

18 Q. When did that --

19 A. That contract expires the first of July.

20 Q. How long was it for?

21 A. One year.

22 Q. And what were the terms?

1 A. 10,000 a month, 120,000 a year.

2 Q. And what period of time, or the length of the
3 services in the form of consultancy were you expected to
4 perform for that amount?

5 A. Oh, about 30 days, roughly.

6 Q. And this also was plus your expenses?

7 A. Only unusual travel expenses. For example, they
8 summoned me out to their plant in California, they would
9 pay my air fare and hotel bill.

10 Q. But not to Pittsburgh?

11 A. Or Pittsburgh, perhaps. But really they just
12 have corporate headquarters in Pittsburgh. Their big
13 activity is in California.

14 Q. What is it that --

15 A. But long distance calls, taking somebody to
16 lunch, that sort of thing I would absorb myself.

17 Q. Have you had any discussion with them as to
18 whether they are going to renew that?

19 A. I have not directly. They have talked to my
20 lawyer in Dallas. It is unlikely that the contract would
21 be renewed under the present terms and conditions. I can't
22 tell you right now, because I have to find that out later

1 today or tomorrow.

2 Q. When you say under present terms, meaning if a
3 financial arrangement can be reached it would or would not
4 be renewed?

5 A. Some of the issues they were interested in have
6 already been resolved and I must say that I don't regard
7 myself as being that valuable to them at this point. I
8 think I have been underutilized by them.

9 Q. Well, are you suggesting that your value to them
10 isn't as great as it might have been or that it could never
11 be as much as they would have wanted?

12 A. That is a very speculative question.

13 Q. You say it has been underutilized, it doesn't
14 mean that you couldn't be of value to them but they have
15 not used you?

16 A. They just haven't called on me very often.

17 Q. Do you expect you will enter into an agreement
18 with them for something?

19 A. I can't say. I will know in the next couple
20 days. But I don't know now.

21 Q. Is there an agreement at the moment?

22 A. Yes. Contract.

1 [] You will check that one also?

2 [] Okay. [] if you want to just drop
3 me a letter with the information you want, we will take
4 care of it.

5 [] I am trying to keep a note of what I
6 asked for and I will try to do that.

7 [] Good.

8 BY []

9 Q. What did you anticipate that you would be able to
10 do for them as a result of your discussions with them?

11 A. I think primarily I felt I could be an advocate.
12 I already had been an advocate before I ever had any notion
13 of going with them of a couple systems they produced.

14 Q. Which?

15 A. The B1 and the MX.

16 Q. We have discussed the B1. What is the status of
17 the MX?

18 A. The MX it looks like they are going to deployment
19 of an additional 50. Hopefully they would. In my view
20 they need an additional hundred. That would be my view
21 whether I was associated with Rockwell or not, because I
22 look at it from the standpoint of our strategic deterrent

1 capability and our negotiating position.

2 Q. What does that mean in terms of revenue for
3 Rockwell?

4 A. I can't tell you total revenue.

5 Q. I don't mean that, I mean contract. What is an
6 MX going for these days?

7 A. About -- I don't know.

8 Q. Anything that the Safeway shopper would
9 recognize?

10 A. Let me emphasize I am not a percentage man, I
11 work on pure retainer as an advisor.

12 Q. I recognize that. I am just wondering what it
13 is, what is at stake here for that.

14 A. I think they would have to tell you that.

15 Q. Well, there is plenty of discussion --

16 A. I am not in the business of pricing.

17 Q. There is public discussion?

18 A. Yes, it is all in the public domain.

19 Q. Just an idea, I mean. Are we talking per one MX,
20 150 million?

21 A. We are talking about a multi billion dollar
22 program. You consider not only the deployed elements but

1 the spares, training systems, all that.

2 Q. They are seeking an additional 50, you say, at
3 the moment?

4 A. The Defense Department is.

5 Q. And Rockwell would of course like to sell them as
6 many as they could?

7 A. Well, I guess you would say that anybody that
8 sells anything to the government would like to sell as much
9 as they could. That is a pretty good generalization of why
10 people are in the arms business in the first place.

11 Q. Are they the --

12 A. I would not advise the government to buy more
13 than a hundred of them if I were --

14 Q. They are the prime contractor?

15 A. Prime.

16 Q. On the MX?

17 A. Yes.

18 Q. And is that regardless of the launching system
19 that is decided upon?

20 A. Yes, that is the missile.

21 Q. That is just the missile?

22 A. Yes.

1 Q. So it doesn't make any difference how it is
2 deployed?

3 A. Right.

4 Q. They wouldn't lose the contract because they went
5 to a deployment of something other than contemplated at the
6 moment?

7 A. Put them on trains, trucks, plus the space basing
8 holes, whatever.

9 Q. Who else do you have any financial arrangements
10 with, for a consultancy or otherwise?

11 A. One I recently signed on with is Hicks and
12 Associates. They are a consulting firm that have retained
13 me as a consultant.

14 Q. What is their business?

15 A. Mostly it is strategic planning for producers of
16 defense materiel.

17 That is R&D at DOD
18 until his job was abolished by the reorganization.

19 Q. And what is your financial arrangements with
20 them?

21 A. A hundred thousand dollars a year.

22 Q. And you say there is an agreement?

1 A. There is an agreement, yes.

2 Q. And the terms?

3 A. That was only recently concluded.

4 Q. When did it begin?

5 A. Begins -- it was backdated to May 15.

6 Q. Plus expenses?

7 A. Plus reasonable expenses.

8 Q. And considering that they are a consultancy, do
9 they charge out your time?

10 A. What?

11 Q. Do they charge out your time?

12 A. Again, it is an approximate proximate 30 days
13 type thing. I am on call, any time they call me I should
14 respond. If they call me every day for 45 days, it doesn't
15 matter.

16 Q. Are they retained by the Department of Defense --

17 A. They are not. They are retained largely by
18 private contractors.

19 Q. I understand, thank you.

20 Plus whatever reasonable expenses are incurred,
21 are you entitled to be reimbursed for those?

22 A. Yes.

1 Q. Where are their headquarters?

2 A. Washington. LTV by the way it headquartered in
3 Dallas. You didn't ask that question. Though I have been
4 advised not to volunteer information, I do anyway.

5 Q. Mrs. Tower didn't follow that advice either.

6 A. Mrs. Tower used to give me that advice.

7 Q. She didn't follow it.

8 Any excitement about this new position with
9 on your part?

10 A. Yes, I like the people. So they are the kind of
11 people I like to work with.

12 Q. Do they have as clients the companies that you
13 like to work with? I am not going to ask who they are?

14 A. They have as clients people that I do not
15 currently work with, but my interface will be directly with
16 them, not with their clients. Except maybe on some unusual
17 circumstance where they would want me to.

18 Q. What other consultancies or financial
19 arrangements, if any, do you have?

20 A. That is all I have right now.

21 Q. What are you working on?

22 A. Wait a minute, let me think this through. I am

1 chairman of Per^{gamon}um~~ment~~-Brassey defense publishers which is a
2 British publishing outfit, for which I am paid \$4,000 a
3 year.

4 Q. Four?

5 A. Yes. And 500 each for two board meetings, total
6 5,000 a year.

7 Q. Who is the person there?

8 A. [] is the president of it.

9 Q. How do you spell that?

10 A. [] They office out here in
11 McLean. They are not trade publishers, in other words they
12 don't produce what we call trade books, books that sell in
13 books stores and everything, they are highly specialized.

14 Q. When did you enter into that relationship?

15 A. About a year ago.

16 Q. What do you do for them?

17 A. Nothing but preside over two board meetings, have
18 my name associated with them.

19 Q. Is it a publication that is well thought of in
20 the industry?

21 A. Yes, they are highly respected in the industry.

22 Well, I get free books.

1 Q. Anything else that you are doing of a financially
2 rewarding nature?

3 A. I am in the faculty at Southern Methodist
4 University. I recently asked them to suspend payment to me
5 because I was supposed to teach a course last semester but
6 the Tower Commission intervened and I had to cancel that
7 course. I did do some spot lecturing in various courses
8 during the spring. I don't think they resumed payment for
9 the spring semester.

10 Q. Do you feel that you could resume that position?

11 A. I can do spot lecturing. I would have to advise
12 them not to pay me 50,000 a year. That is for a nine-month
13 school period, which is what my original arrangement with
14 them was. Which is roughly a little over \$5,000 a month
15 for a nine-month period. And --

16 Q. 5,000 a month for a nine-month period?

17 A. Yes. But I don't feel inclined to accept that
18 kind of payment since I can't perform the way I originally
19 hoped.

20 Q. What would your spot lecturing bring you?

21 A. Well, it would be -- fall semester required a lot
22 of spot lecturing, this semester I only spot lectured four

1 times:

2 Q. What did they pay you?

3 A. Nothing this semester, they paid me \$5,000 a
4 month during the fall semester. I told them to suspend
5 payment to me in January when I was so absorbed in the
6 commission I could do it no longer.

7 Q. I am going to get into this obviously, of course,
8 but did you work on the commission at the time of your
9 other consultancy?

10 A. It obviously took time away. I had to catch up.

11 Q. They didn't complain about the role you took in
12 that?

13 A. No, as a matter of fact I contacted each one of
14 them and said I would understand if they wanted to break my
15 contracts and none of them chose to do so.

16 Q. Is it fair to assume that you felt that your work
17 on the commission enhanced your marketability?

18 A. Well, what it has enhanced I think is the
19 honoraria that I get for speaking.

20 Q. That is part of it, though, isn't it?

21 A. But I suppose it gives me something of a
22 reputation as a gray eminence on national security

1 matters. I am not in a position to evaluate that, that is
2 for others to evaluate. I do have a contract that I failed
3 to tell you about.

4 Q. You have a what?

5 A. There is another contract.

6 Q. Sure.

7 A. I have contracted with ^{Little-Brown} [Littlebrown] Publishers, to
8 write a book on Congressional encroachment on presidential
9 primacy in the foreign policy national security process.
10 For which I have received an advance which I have put in
11 escrow until such time as I produce a manuscripts.

12 Q. Is there an agreement?

13 A. Yes, there is.

14 Q. How much have you received already?

15 A. The way the publishers do this, I have been given
16 an advance of 125,000, however they pay you a portion of
17 that when you sign the contract, another portion of it is
18 paid when you deliver an acceptable manuscript, and the
19 remainder of it is paid when the book is actually published
20 and distributed. And my front end payment was around
21 53,000.

22 Q. So that is the first one.

1 A. Yes. And I just put that in the bank, I will not
2 touch it until I produce the manuscript because I would be
3 obliged to give this back for any reason I can't produce.

4 Q. The advance is against what?

5 A. Against royalties.

6 Q. How much?

7 A. The royalties will run around 260 a book and once
8 they recover what they paid for me, then I will receive a
9 royalty -- now, subtracted from that 260 will be what my
10 agent gets, my agent gets 15 percent. And I am retaining a
11 writer who will get a percentage and I don't have that
12 figure right now. I will get about half of it.

13 Q. Half of the royalties over -- is the advance
14 against total royalties or is the advance a minimum in
15 addition to which you get royalties?

16 A. It is against royalties. In other words, they
17 would have to sell X number of books to recover what they
18 have paid me in advance before I start drawing royalty
19 checks.

20 Q. You are entitled --

21 A. I don't know the cutoff point, so many thousand,
22 after that I would begin to get royalty collection.

1 Q. But once you deliver and they publish you are
2 entitled to an advance?

3 A. I am entitled to have my advance completely paid
4 then, that would be 125,000. And if they sell less than
5 that in books, they have to eat it. But if they sell a
6 number in excess of that royalty amount, total, then I
7 start drawing royalty checks.

8 Q. Have you got a period when they have asked you to
9 get --

10 A. I am trying to produce a manuscript by
11 September. By the end of September for March publication.

12 Q. Have you discussed with them potential sales,
13 revenues to you?

14 A. Yes, we have discussed potential sales. I am not
15 writing a Washington expose' type book, not a Dave Stockman
16 type book, I could have gotten half a million advance if I
17 wanted to write like that. It is really an institutional
18 study.

19 Q. You said half a million?

20 A. Yes, probably.

21 Q. I didn't know if you said million or billion.

22 A. Maybe even a million. I am not going to write

1 that kind of book. The idea is to write a think book that
2 can be used, and maybe as a trade book, so I will draw from
3 my experiences and what I learned on the Tower Commission.

4 Q. This is, for lack of a better word, and it is not
5 a good word, but it addresses the oversight problem; is
6 that correct?

7 A. It addresses Congressional intrusion into the
8 policy formulation and implementation process.

9 Q. Who is [REDACTED]

10 A. [REDACTED] La Jolla, California.

11 Q. Can you think of any other consultancy?

12 A. I have given you SMU. I may go back on the
13 payroll at SMU in the fall semester but at a reduced
14 amount. I am in the business of raising money for SMU.

15 Q. Who is [REDACTED] that you are contemplating?

16 A. [REDACTED]

17 Q. You have a [REDACTED] do you not?

18 A. [REDACTED]

19 Q. Is that a woman?

20 A. No, it is a man here in Washington.

21 Q. [REDACTED] Agency?

22 A. Yes.

1 Q. And what is your going rate these days?

2 A. 10,000 for colleges, 15,000 for trade and
3 professional associations.

4 Q. When did you enter --

5 A. Sometimes I will do one for 12.5, but 15 is my
6 basic rate. My agent gets 20 percent. That is my fee plus
7 travel and accommodations.

8 Q. When did you enter into the agreement?

9 A. With

10 Q. Yes.

11 A. Right after I came out of Geneva.

12 Q. April?

13 A. April. I had had a tentative arrangement with
14 him when I first came out of the Senate but that was
15 canceled when I went on the Geneva delegation. I went back
16 with him.

17 Q. So he really benefited from the appointment to
18 the Tower Commission?

19 A. Yes.

20 Q. It wasn't as a result of that --

21 A. Certainly benefit from the standpoint of income.
22 I incidentally did turn down a contract or two while that

1 was going on, which means I am really recovering some that
2 I lost by having an increased fee.

3 Q. I am sorry, you say you turned down a contract or
4 two from another agent?

5 A. No, from private business.

6 Q. You mean a contract speaking engagement?

7 A. No, no. Consultancy.

8 Q. Oh, you have turned some down?

9 A. Yes.

10 Q. For what reason?

11 A. Because of the work of the Tower Commission.

12 These were consultancies on particular projects. Sort of
13 one-shot deals. One was for 25,000, for example.

14 Q. But nothing that now over with you cannot be of
15 help to them?

16 A. Yes.

17 Q. Would they come back on something else?

18 A. No. I don't know, they might. But I would look
19 at them on an ad hoc basis to decide whether or not I want
20 to or can help them.

21 Q. How many speaking engagements have you had?

22 A. I have had --

1 Q. Let's take the colleges at the \$10,000 level.

2 A. Okay. I think maybe if I run through this to
3 organize it and supply it for the record, that might be the
4 easiest way to do it. I can recite them. The number I
5 would have to count.

6 Q. Starting in April?

7 A. Okay, starting April 1.

8 Q. Of what year?

9 A. This year.

10 Q. That was the first time?

11 A. Yes. I did some last year but I don't have that
12 with me. But I think it would be reflected certainly in my
13 income tax.

14 Q. Did they provide any listing of funds on an
15 annual basis, what they have paid you, a W-2 form or
16 something like that? Not W-2, but it has to be reported?

17 A. Yes, I think it would all be on my income tax.

18 I don't think we have provided you
19 with 1986 income tax information.

20 BY

21 Q. But April 1987?

22 A. Okay, Notre Dame on the first.

1 Chase Manhattan International Advisory Board in
2 New York on the sixth.

3 Q. That is a 15?

4 A. That would be a 15. I think there are one or two
5 12.5s in here that I might have contracted for earlier, but
6 I can supply this for the record.

7 Touche Ross in New York on the ninth.

8 Q. That would have been 15?

9 A. Yes.

10 Q. Okay.

11 A. American Textile Association, New Orleans, on the
12 11th. Orlando Central Florida College on the 30th.
13 Central Florida College. I think that is Central Florida
14 University, actually, on the 30th of April.

15 In May, ~~Fort~~ Spencer Stewart in Houston.

16 Q. That is 15,000?

17 A. It is a management consulting outfit and that was
18 for 12.5. Remember my agent gets 20 percent of all this.

19 Virginia Commonwealth University on the 15th of
20 May. No, that is on the 16th.

21 Sweet Briar College in Virginia on the 17th.

22 Ohio State on the 20th.

1 University of Tennessee on the 21st. I have one
2 day after tomorrow in Peoria, Illinois, Illinois Bankers
3 Association, on the 17th of June. No, the 11th of June,
4 beg pardon. Illinois Bankers Association. That will be
5 15. I have no other scheduled in June.

6 Q. Do you have July or August?

7 A. I have July, none scheduled in July.

8 Q. September? August?

9 A. One scheduled in August for McDonald Corporation
10 on the 18th. One in September for Miami University but it
11 is in Oxford, Ohio. Very fine old school.

12 I have one, and I don't know the name of the
13 organization, in Boca Raton on the sixth of October.

14 Another at Foothill College near San Francisco on
15 the ninth.

16 American Truckers Association, New York, the
17 26th.

18 Spring Industries in Greenbrier, West Virginia,
19 on the 29th. No, that is on the 30th actually.

20 None scheduled for November. Nor December.

21 Q. Prior to April of this year --

22 A. I didn't do any. I was too busy.

1 Q. And before the commission last year --

2 A. I don't have that with me.

3 I think we will take a break now.

4 (Luncheon recess: 1:25 p.m.)

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AFTERNOON SESSION -- 2:30 p.m.

BY

Q. The chronology, I believe, that we discussed earlier took us up until the time where you returned to the United States, ended your position with the State Department as arms negotiator, began your consultancies, is that correct, in 1986?

A. That is right.

Q. And I guess the next event that I would like to cover just briefly is the appointment to what has been now called the Tower Commission.

A. Correctly, that is the President's Special Review Board. I was just using the journalistic shorthand for it.

Q. Well, I think that the popular name is the Tower Commission. And I am happy with that.

Can you tell me when that began, for lack of a better word?

A. called me on the 25th of November. Just a minute, I think I can check.

Q. That is fine.

A. What?

1 Q. That is close enough.

2 A. And asked me if I would serve on such board,
3 would chair it along with [] and [] and
4 asked me if I could be in the president's office on the
5 first of December. On the first of December we got our
6 commission and our mandate from the president. Immediately
7 went to work.

8 Q. Did any of your current staff work on that
9 commission? Current as of that date.

10 A. Current as of that date, no.

11 Q. Did any prior --

12 A. Because [] and [] were my
13 sole staff and neither one of them were on the staff of the
14 board. The former staff members of mine were on it.

15 Q. So your only staff then was [] and []
16 [] were your staff as of the end of November.

17 A. That is right.

18 Q. [] in Washington, [] in --

19 A. [] in Dallas.

20 Q. Dallas. Now, former staff members who served on
21 the commission with you were whom?

22 A. [] who was the []

1 Who had been my chief staff on the Armed Services
2 Committee.

3 Q. Anyone else?

4 A. [redacted] who had been my [redacted]
5 [redacted] in Geneva.

6 Q. What was her position?

7 A. She was [redacted] to me in Geneva.

8 Q. Who was she on the commission?

9 A. On the commission she was [redacted]
10 She was at that time the [redacted] of the START
11 delegation in Geneva. See we borrowed people out of
12 various government agencies.

13 Q. She was [redacted] on the commission.
14 She was your [redacted] in Geneva.

15 A. Yes.

16 Q. What --

17 A. She had been promoted by my successor [redacted]
18 to [redacted] of the START delegations. Strategic
19 arms talks is what that stands for. Let me think. I
20 believe that was the extent of my former staffers.

21 Q. Well, at the time you appointed her your [redacted]
22 [redacted] in Geneva what position did she hold? [redacted]

1 [] to start?

2 A. At the time I put her on the commission, yes.

3 Q. No, at the time you appointed her as []

4 []

5 A. In Geneva?

6 Q. Yes.

7 A. She was [] to the delegation from the
8 State Department. She was called []

9 []

10 Q. Well, what is that, is that an employee of the
11 State Department?

12 A. Yes.

13 Q. Did she have any particular expertise?

14 A. Yes, expert in arms control. []

15 []

16 Q. So let's see, [] then, when you came to
17 Geneva, was the State Department -- had been already a
18 State Department advisor, right?

19 A. She had been in the []

20 []

21 []

22 []

1

[REDACTED]

2

Q. Who was that?

3

A. [REDACTED]

4

Q. Is that where you first met her?

5

A. Yes.

6

Q. And she was [REDACTED] to the State Department member?

7

8

A. Yes.

9

Q. And you say that she was an expert in arms

10

control and had [REDACTED]

11

A. Yes.

12

Q. What were they?

13

A. I don't know, [REDACTED]

14

[REDACTED] something like that. [REDACTED]

15

Q. So on the commission you put [REDACTED]

16

[REDACTED] and who else?

17

A. That is all of my former staff. Let me think

18

that over a minute and think of the personnel, though I am

19

almost certain. They were put together from the various

20

agencies and those were the only two that had previously

21

worked for me.

22

Q. The commission's work --

1 A. Our [] I don't want
2 to mislead you, worked on the Armed Services Committee
3 staff for Senator Stennis but was not under my direct
4 control though I had some association with him before.

5 Q. But for my purposes I guess the only staff you
6 had at that time was [] and [] and
7 you put them both on the Commission?

8 A. No, no, they did not go on the Commission. They
9 remained in my private employ.

10 Q. When was the Commission's work ended?

11 A. The Commission's role ended 30 days after the
12 submission of the report. We only met perhaps once or
13 twice after the submission of the report and that was
14 purely for housekeeping purposes. Our work was for all
15 practical purposes concluded with the submission to the
16 president on February 26.

17 Q. Were you paid during that period?

18 A. Yes, we were compensated on a consultancy basis.
19 I can provide you the figures if you want them, but it was
20 not a great deal.

21 Q. Whatever it was. Would they also pay for your
22 expenses?

1 A. We got some expense money. I think the total
2 that I was paid for that period of time was something like
3 \$10,000, a little over \$3,000 a month. That was consultant
4 fee, so-called. I think we were paid as consultants
5 because we were an advisory board. And per diem.

6 Q. Where did you -- did you stay at the Jefferson?

7 A. I stayed at the Jefferson. One of your partners
8 is my landlord.

9 Q. Well, every little bit helps. I am sure he is
10 treating you very well?

11 A. Very well.

12 Q. I guess that is the only diversion that you had
13 then with your consultancies; is that correct?

14 A. That is right.

15 Q. And you said that as a result of the Commission's
16 work you didn't spend enough time --

17 A. I didn't spend a great deal -- occasionally,
18 particularly in the first couple of months, I would
19 sometimes get back to my 21st street office for perhaps an
20 hour in the evening at 4:30, five o'clock, spend an hour in
21 the office, maybe a few phone calls occasionally but
22 conducted no business from the NEOB down the street where

1 we were officed.

2 Q. Let me now ask, it is a good time, about your
3 21st street office. Where is it and what are your
4 financial arrangements?

5 A. It is 21st and L Street, Northwest. I have been
6 in that office rent free since April 1 last year. I will
7 start paying rent on the first of July on a proportionate
8 per square foot basis.

9 Q. Do you know what the charge would be?

10 A. I don't know what the charge is going to be yet.

11 Q. And whose offices are they?

12 A. The offices of Dickstein, Shapiro & Morin.

13 Q. How did that arrangement come about?

14 A. Largely through [REDACTED] They knew through
15 mutual friends that I was looking for space and they had an
16 unused room, which they have let me use up to this time.

17 Q. Were you providing any services to them in return
18 for the use of this space?

19 A. A little consulting and advice from time to time
20 to various members that had problems, usually related to
21 the defense industry. And I also might have -- I think I
22 did bring in one client to the firm, maybe another.

1 Q. Were they charged for your services?

2 A. No.

3 Q. Was there any arrangement or any discussion as to
4 any association with the firm?

5 A. No.

6 Q. It was simply landlord/tenant without payment of
7 rent?

8 A. Yes. I guess that is a fair way to describe it.

9 Q. It was the space and not the business that you
10 were really -- there were no trades as such?

11 A. No. No direct trades. Sometimes I would be
12 called to ask my advice, even make a phone call or two
13 occasionally.

14 Q. Did you pay for your telephone calls?

15 A. Paid my own telephone calls.

16 Q. Own

17 A. My own I paid my

18 Q. Who is your is it

19 A. Yes.

20 Q. And the only other employee you had was

21

22 A. In Dallas, yes.

1 Q. How long had [] been your employee, yours
2 exclusively?

3 A. Mine exclusively from the first of April last
4 year.

5 Q. 4-1-86. You say you resigned from the Senate in
6 1985, January?

7 A. Yes.

8 Q. At that time she was a []

9 A. She was a []

10 Q. Did she become your -- before she went to the
11 State Department or one of the groups --

12 A. She was the [] in my office here in
13 Washington for that brief interim period before I went to
14 Geneva.

15 Q. She worked for you in D.C. then from --

16 A. From 3 January to whatever time she went on the
17 State Department payroll.

18 Q. That was 1985, January 3, 1985?

19 A. Yes.

20 Q. Until?

21 A. Until she went on the State Department payroll.
22 Or ACDA payroll. I think she was paid by ACDA as well as

1 my other secretary.

2 Q. What is ACDA?

3 A. Arms Control Disarmament Agency.

4 Q. But let's see if I can understand, you left on
5 January 3, 1985, you went to Geneva in February or
6 whatever?

7 A. I went to physically Geneva in March but I went
8 over to the State Department earlier than that.

9 Q. In February?

10 A. In February. For a time I worked out of two
11 offices, my private office and the State Department, and
12 then finally shut the private office down.

13 Q. So you are talking about a month?

14 A. Yes.

15 Q. The rest of January, little bit of February?

16 A. Maybe six weeks.

17 Q. Then she goes to the State Department, and she is
18 not on your payroll any more?

19 A. No.

20 Q. Then after you returned?

21 A. I was entitled to two secretaries and I took her
22 and

1 Q. To State?

2 A. Yes.

3 Q. And then they stayed at State until your return
4 from Geneva; is that correct?

5 A. Until April 1..

6 Q. Of 1986?

7 A. They stayed on the State Department -- well, let
8 me state it this way, stayed on the government payroll
9 until the first of April last year.

10 Q. And then on your return here, [] started
11 to work for you?

12 A. [] went on my personal payroll.

13 Q. Or returned to your personal payroll?

14 A. Yes.

15 Q. With respect to [] her situation
16 then?

17 A. She worked for me pro bono for part of the time,
18 was paid by the Tower Senate Club part of the time while I
19 was in Geneva.

20 Q. Let's stop for a second. As of January 3, 1985,
21 she was working for you after you were no longer a Senator,
22 she worked for you pro bono and for the Tower Senate Club?

1 A. No. The Tower Senate Club and I shared the cost
2 of the three staff members. See, I was still in the
3 process of closing down my Senate operation and still had a
4 great deal of correspondence, had the frank^{in a} privilege for
5 60 days.

6 Q. Who would have been the three?

7 A. [] and []

8 Q. Then so how long were they still -- were they
9 there for the 60 day period?

10 A. I am sorry?

11 Q. How long did they still share between you and the
12 Tower Senate Club, the three of them?

13 A. Only for that brief period of time. []
14 eventually went pro bono.

15 Q. So the Tower Senate Club -- they went off the
16 Tower Senate Club after that brief period of time, [] went
17 to State, [] went to State, [] what, remained just
18 on your private --

19 A. In Dallas.

20 Q. On your private --

21 A. And for the better part of that period in Geneva
22 she was pro bono.

1 Q. And she was pro bono for you?

2 A. Yes. I believe that for the better part of that
3 period, let me say that I won't swear that is absolutely
4 the case.

5 Q. [] is a --.

6 A. It is my belief that.

7 Q. -- [] type person?

8 A. And []

9 Q. And []

10 A. []

11 Q. [] is [] and []

12 A. Yes.

13 Q. And [] is?

14 A. []

15 Q. Well, that then gets me into some questions that
16 I wanted to ask you about the Tower Senate Club. In June,
17 end of June 1984, do you know approximately how much money
18 you had in the Tower Senate Club?

19 A. End of June?

20 Q. Of 1984. Well, let me just -- well, go ahead.

21 A. Probably around \$900,000. Again, I can't be sure
22 but that would all show I think in the FEC filings.

1 Q. When did you decide that you were not going to
2 run for a new term?

3 A. I made my final decision in, oh, late July/early
4 August of 1983 and announced it on I believe it was August
5 22 of 1983. 22 or 23, I am sorry, I can't remember with
6 absolute certainty. Possibly even the 21st, but I think it
7 was on Tuesday, the 22nd.

8 Q. When had you thought that you wouldn't run?

9 A. Oh, I had given some thought to it for several
10 weeks beforehand. I finally made the decision.

11 Q. Would it have been as early as -- would you have
12 decided as early as January 1983?

13 A. No, I don't think I would have finally decided --
14 matter of fact I had sort of come around to the idea of
15 going ahead and running again after I had given some
16 consideration to getting out. Then I decided, well, I would
17 go ahead and give it another term and then I finally said
18 no, I am going to pack it in.

19 One of those things you can't pinpoint in time,
20 you know. It was kind of a decisionmaking process that
21 goes on in your mind for sometime and that you can't be
22 terribly precise about.

1 Q. Is there any particular event you could tie it
2 to?

3 A. No.

4 Q. Once you decided in July or August of 1983 that
5 you were not going to seek another term, what happened to
6 all the money?

7 A. Well --

8 Q. To be more fair with you, let me just see here.
9 To be perfectly fair there was -- I will show you a
10 document we will have marked as Exhibit 1.

11 (Exhibit No. 1 Marked
12 For Identification).

13 BY

14 Q. If you look under that first page, that cover
15 letter there, I think there is a document that you are more
16 familiar with than I am, but I think it may reflect that
17 about that time you had about a million and a half dollars
18 in there?

19 A. Well, that was 1983 and you asked me about 1984.

20 Q. Well, sorry. At or about the time you had
21 announced, though; is that correct?

22 A. Yes, about a million and a half. Ball park.

1 Q. Million and a half at the time, the end of June I
2 guess it was, of 1983?

3 A. Yes. When I made my decision, we wrote to all
4 that had contributed that year and asked if they would like
5 their money back.

6 Q. All who had contributed that year?

7 A. Yes.

8 Q. You mean in 1983?

9 A. Yes.

10 Q. How long had the contributions, though, really
11 been received for your Senate Club?

12 A. Oh, all through the period from my reelection in
13 1978 through that period of time.

14 Q. So what was the basis for deciding that you would
15 just write to the people who had contributed the first half
16 of the year?

17 A. I think because a lot of the money had already
18 been disbursed for political purposes and I am not sure we
19 could clearly identify -- I don't remember what all the
20 reasons were, but the decision was made to -- I believe it
21 was all those contributing in 1983 maybe back through a
22 portion of 1982, but no longer than a year preceding.

1 Q. I think that the contributions for that period
2 preceding July 1 --

3 A. There had been a big dinner in April of that year
4 and I think those are the contributors we addressed.

5 Q. But it is fair to say, though, that as of -- that
6 the total sum of \$1,514,000 reflected contributions in
7 excess of what had been made during the prior six months?

8 A. I am sorry, would you repeat that?

9 Q. In other words, assuming that there is \$1,514,000
10 in July 1, 1983, that was an amount far in excess of what
11 you had contributed to the fund --

12 A. Oh, yes.

13 Q. -- during the prior six-month period?

14 A. Yes. Wait a minute, now I am not certain I know
15 what you mean by in excess.

16 Q. Well, there was a million and a half dollars in
17 the fund? .

18 A. Yes.

19 Q. That had been contributed over a period of time?

20 A. Yes. Over a period of time including --

21 Q. Longer than just six months before.

22 A. Yes.

1 Q. That is all I am saying?

2 A. Correct.

3 Q. But the decision was made nevertheless to write
4 to certain contributors?

5 A. Yes, those that had supported the dinner in
6 April. And some others that had contributed during that
7 period.

8 Q. Was there a reason for picking that dinner as an
9 event around which to send out notices of your decision to
10 not seek reelection and at the same time offer to refund
11 their money?

12 A. It just seemed to be fair and reasonable at the
13 time. I believe we might have gotten a few letters from
14 others that contributed earlier who asked for their money
15 back and we honored that, we didn't turn anybody down who
16 asked for their money back regardless of when they
17 contributed, but those are the only ones we circularized.

18 Q. Let me ask you with respect to the money that
19 remained after those who had requested a refund, which is
20 noted in here; what happened with the money that was left,
21 which seems to be, approximately any way as of the end of
22 the reporting period December 31, 1983, I think

1 \$1,170,000?

2 A. Yes. In other words, what happened to the
3 difference?

4 Q. Yes. And that is essentially a million dollars
5 there at the end of 1983?

6 A. Some of that was returned. Are you talking about
7 the difference between 1,170,000 and 1,524,000?

8 Q. Yes.

9 A. Some of that was money returned.

10 Q. Well, it wouldn't have been. I think that money
11 that was returned would have been an expenditure out of
12 that period of time. So to have been returned subsequently
13 to that?

14 A. Some went to repay the senatorial campaign
15 committee here in Washington for money that they had
16 expended in my behalf.

17 Q. That would be reflected in the financial
18 statement?

19 A. Yes. And this is, what, December 31 here?

20 Q. Yes.

21 A. And I may have already by that time made some
22 individual contributions out of it to candidates.

1 Particularly Republican incumbents.

2 Q. Any other --

3 A. I am doing this from memory and I will not attest
4 as to the accuracy of my memory on all this.

5 Q. I want to be fair with you. I am trying to ask
6 in your mind what else would it be appropriate for, what
7 did you use it for? You say you gave it back to the Senate
8 campaign?

9 A. Some went back to the Republican Senatorial
10 Campaign Committee.

11 Q. Did that go back to reimburse them?

12 A. To partially reimburse them. I don't think we
13 fully reimbursed them but partially reimbursed them for
14 money spent on my behalf.

15 Q. You say some money to other campaigns?

16 A. [] was [] of the Republic
17 Senate campaign committee at the time.

18 Q. What other expenditures were made which you felt
19 were appropriate?

20 A. I made various public appearances around the
21 state, it was typical that money came out of the fund. If
22 I addressed the North Texas Council of Boy Scouts of

1 America, I always paid for it out of that fund, or
2 addressed small civic groups in small towns, it was borne
3 out of that fund. I still was a very active politician in
4 my state and this was legitimate expenditures.

5 Q. Well, when you review some of the expenditures --
6 I mean this fund went on actually right up to the end of
7 1986; is that correct?

8 A. Yes. As a matter of fact it is still there with
9 a little money in it in case we get an audit.

10 Q. In case you get what?

11 A. I have ordered -- asked that it be closed down,
12 but I think that the fellow who is operating that fund
13 wants to retain some in case there is an audit of it for a
14 reasonable period of time. I would have to get details on
15 that, that is something [redacted] pretty well
16 watches.

17 Q. Would it have been appropriate for you to have
18 used any of these -- let me say first of all would it have
19 been lawful for you to have used any of these funds for
20 personal reasons?

21 A. In my view, it would not be.

22 [redacted] Let's mark this.

1 (Exhibit No. 2 Marked
2 For Identification).

3 BY [REDACTED]

4 Q. Senator Tower, I am going to refer to Exhibit 2.
5 There is a lot of it here.

6 [REDACTED] Let me take a look at it, Dave?

7 [REDACTED] Sure. Exhibit 2 I believe will
8 contain 1985, both January through June and July through
9 December. I am not going to ask about everything, I am
10 going to go through there and pick certain things I would
11 like to inquire about.

12 [REDACTED] Fine.

13 BY [REDACTED]

14 Q. Exhibit 2, then, represents what you provided us
15 and what I believe probably is an accurate copy of the
16 filings.

17 A. They came straight from the FEC.

18 Q. In the period January 1, 1985, through June 30,
19 1985, it appears about \$970,000 was expended by the Tower
20 Senate Club.

21 A. Yes. That would be expended in that timeframe
22 January 1 to June 30. Okay.

1 Q. Yes.

2 A. All right.

3 Q. Sorry there is only one copy. I need it back.

4 A. All right.

5 Q. Can you tell me what Roth and Mosle in Austin,
6 Texas, is?

7 A. Roth and what?

8 Q. M O S L E?

9 A. Roth and Mosle. They are a securities firm.

10 Q. They were making a contribution to your fund
11 after you had announced that you were not going to run? In
12 fact I don't even think you were in office?

13 A. Well, I was in office for three days in that
14 timeframe. Oh, this money was invested, placed -- it was
15 maybe a money market mutual or something like that, so that
16 it would make income rather than just have it stand idle.
17 We invested so it would make income, on which we had to pay
18 taxes.

19 Q. Are you saying that you took money out --

20 A. No, I didn't.

21 Q. The funds took money out?

22 A. No, no.

1 Q. It seems to be a receipt by the fund of certain
2 monies?

3 A. Well, I didn't manage the fund but if you notice,
4 dividends on cash fund is what this is for from Roth and
5 Mosle. That is not a contribution, that is a payment of
6 interest.

7 Q. By whom?

8 A. By Roth and Mosle. That is the way I understand
9 it.

10 Q. To?

11 A. To the Tower Senate Club.

12 Q. How much are we talking about there?

13 A. Looks like a total for the period, aggregate of
14 the year to that point was \$10,330.44.

15 Q. Are you saying that is your money earning
16 interest?

17 A. It is not my money, it is the Tower Senate Club
18 money and that goes right back into the fund.

19 Q. You are saying that the Tower Senate Club put
20 money into that account and it earned interest?

21 A. That is right, and that was typical. As a matter
22 of fact that is done with campaign funds generally, when

1 they are not being used they are invested and you pay taxes
2 on the income. But you also get a little additional
3 income.

4 Q. In January 1985, American Airlines was paid a
5 couple thousand dollars and it is entitled air fare. Do
6 you know what that was for?

7 A. Probably for my travel back and forth between
8 Austin and Washington.

9 Q. But do you know why you were traveling back and
10 forth?

11 A. I was still in the Senate at the time and once
12 the chairman of the Reagan campaign in Texas, so I tended
13 to travel back and forth between Austin and Washington.

14 Q. But I mean this was after you were no longer --
15 this is January 1, 1985?

16 A. I know, but it was probably payment of an autumn
17 bill. What was the date of the payment?

18 Q. Well, disbursement for this period. It says
19 date, month, year, 1-9, 1-18, 2-19, so I think it would
20 have been afterwards, if that is the date it was incurred
21 or the date it was paid, I am not sure.

22 A. I don't know, I would have to find out. It may

1 be that I traveled down to the Texas State Republican
2 Executive Committee meeting to give a report on the
3 campaign or something of that sort and it was charged
4 against the Tower Senate Club. That is quite possible.

5 Q. On January 29 you paid \$4,700 to the ^{Driskill} [Driscoll] in
6 Austin, Texas?

7 A. Driscoll Hotel, and that was probably my
8 accumulated bill for the period in which I was campaign
9 chairman.

10 Q. Then you paid [] for contract labor.

11 A. That is right. Because they were still handling
12 political mail and also working on the assembling of my
13 papers and books which I donated to Southwestern
14 University.

15 Q. Did you get a contribution for that?

16 A. I used money out of the Tower Senate Club to help
17 pay for that. As a matter of fact, made a contribution to
18 that fund from the Tower Senate Club.

19 Q. Did you take a charitable deduction for those?

20 A. No, I don't take a charitable deduction for it
21 because it didn't come out of my pocket, but it is one of
22 those things for which such monies can be spent.

1 Q. I am saying in addition to the money that you
2 contributed did you take a deduction for the contribution
3 of your papers?

4 A. No, I couldn't because I have never taken a
5 contribution for the papers or the library.

6 Q. In March 1 there is a payment to Green Hoot of
7 \$4,000.

8 A. To what?

9 Q. Green Hoot, Inc., 1019-19th Street, office space,
10 \$4,000?

11 A. That was the office space that the Tower Senate
12 Club occupied.

13 Q. In Washington?

14 A. No, in Austin.

15 Q. Well, there is to Green Hoot, Inc., in
16 Washington?

17 A. Oh, that is for the office space that I occupied
18 on 11th Street.

19 Q. Did the Tower Senate Club pay for that?

20 A. They paid for part of it.

21 Q. What part was it?

22 A. I think a major portion of it.

1 Q. Did you pay any of that portion yourself?

2 A. I believe that I did. But I would have to get
3 records on that.

4 Q. You told me that [] went to the State
5 Department, is that correct,?

6 A. At some point, probably in February, both []
7 and [] went on the government payroll. Whether it be
8 state or ACDA, I am not certain.

9 Q. But a payment up to that time of \$1,600 for
10 [] for contract labor for January and February
11 would have been appropriate?

12 A. Yes.

13 Q. From the Senate Tower Club?

14 A. Yes. And also to []

15 Q. Also to []

16 A. Yes.

17 Q. And what about who is [] []

18 A. [] was [] of the Reagan
19 campaign in Texas. I was the campaign chairman, I had a
20 co-chairman, we were both volunteers, she was a full time
21 paid professional that had worked for the Republican
22 National Committee.

1 Q. I believe, Senator, you testified that []
2 [] went pro bono and on your payroll after --

3 A. I believe that [] worked part time pro bono.
4 I can't describe the time period. But I can provide that
5 for the record.

6 Q. She is being paid now by --

7 A. That is right, she was paid by the Tower Senate
8 Club for a period of time.

9 Q. It seems like she is paid up through certainly
10 June of 1985, is that possible?

11 A. I think it is quite possible she was.

12 Q. What was Victory '84?

13 A. Victory '84 was an organization formed under the
14 sponsorship of the Republican party of Texas to finance
15 volunteer intensive efforts for the party ticket, which is
16 by law. As you know, you don't contribute to a
17 presidential candidate directly.

18 Q. Was this for the presidential campaign?

19 A. It was for the whole Republican ticket. It has
20 to be for the ticket, you see, because you can't make a
21 direct contribution, but the law permits the party to fund
22 what are called volunteered [] intensive efforts and you can

1 raise money for that purpose; even though Reagan is the
2 beneficiary, other Republican candidates are beneficiaries
3 at well. A great deal of money out of the fund went for
4 voter registration and voter turn out and these are all
5 volunteered intensive efforts.

6 Q. What was the John G. Tower Special? Is that a
7 fund that you had?

8 A. I don't know.

9 Q. Or an account that you had?

10 A. John G. Tower Special? I am sorry, I don't
11 recognize it.

12 Q. Alpha Aviation, is that a private --

13 A. Charter service. Air charter service.

14 Q. In the end of the year, November 27, 1985, which
15 is the time at or about you and your wife separated, if I
16 recall, at least initially, there is a payment there of
17 \$1,500. Do you know what that was for? Just says air
18 fare.

19 A. I can't tell you precisely what it was for. It
20 probably had to do with public appearances.

21 Q. In July and August --

22 A. Because I didn't use the charter service unless I

1 had to make public appearances, limited timeframe, airports
2 not well served by commercial airlines, that kind of thing.

3 Q. [] all the way through 1985 is
4 still being paid by the Tower Senate Club, \$1,458 every two
5 weeks?

6 A. Maybe the payment was continued throughout the
7 time. I was under the impression she worked pro bono.

8 Q. But she was working for you, really, wasn't she?

9 A. Well, she also was supposed to help me with
10 decisions on the disbursement of funds, and also do all my
11 scheduling back in the state and maintain liaison with
12 Southwestern on my papers and books.

13 Q. But compared to keeping track of your accounts,
14 your personal accounts --

15 A. She did that as well.

16 Q. -- how would you say her time would have been
17 spent?

18 A. I wouldn't be able to put an assessment on it.

19 Q. Is it fair to say that you probably were getting
20 the benefit of the fact that she was in Texas working on --

21 A. Yes, I would say I was getting some benefit,
22 yes.

1 Q. -- some campaign matters?

2 A. Yes.

3 Q. From a campaign fund that had the money to pay
4 her?

5 A. Uh-huh.

6 Q. Again, we have this John G. Tower Special, [REDACTED]
7 [REDACTED] Dallas, Texas?

8 A. That is her home address.

9 Q. It is phone, meals, air fare, \$3,300.

10 A. That is probably referring then to an expense
11 account that she kept on me for expenses.

12 Q. Reimbursing you for expenses?

13 A. Reimbursing me for expenses.

14 Q. Who is [REDACTED]

15 A. [REDACTED] is the woman who was [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 Q. And from this money also you made a contribution
20 of a hundred thousand dollars to Southwestern University?

21 A. That is right.

22 Q. Was that where you were employed at that time?

1 A. I was never employed at Southwestern.

2 Q. You never received any money from them?

3 A. I am a member of the board of trustees, but I
4 accept no compensation for it.

5 Q. That is not where you taught?

6 A. I taught at Midwestern State.

7 [REDACTED] I am handing you what will be marked
8 Exhibit 3, but it is a continuation of these reports.

9 (Exhibit No. 3 Marked
10 For Identification).

11 BY [REDACTED]

12 Q. This is for the period January 1, 1986, through
13 June 30, 1986. And it reflects that Alpha Aviation for air
14 fare was paid \$1,400 on 4-1-86, which is the date that I
15 recall you terminated effective that date your services at
16 the Geneva Arms Control Commission; is that correct?

17 A. Yes.

18 Q. Do you know what that flight was in connection
19 with?

20 A. I can't recall but I think I can supply that for
21 the record.

22 Q. [REDACTED] in March of that year was still

1 being paid \$1,458.

2 A. Then I think one has to assume that she was paid
3 throughout by the entire Senate Club.

4 Q. In March 1986, what would she have been doing to
5 support such a payment?

6 A. In March 1986, I would have to supply an answer
7 to that for the record.

8 Q. But she really was your employee during this
9 period of time, wasn't she?

10 A. Yes.

11 Q. Again there is air fare for American Airlines on
12 August 1, 1986, of \$1,030.

13 A. August 1, 1986?

14 Q. Yes.

15 A. Probably political. I was active in the 1986
16 campaigns.

17 Q. in August 1986 is paid \$3,500
18 again.

19 A. I would have to check on that. No recollection
20 of what that was for.

21 Q. On August 1, 1986, you were reimbursed, John G.
22 Tower Special, \$601 for meals. Do you know what that would

1 have been for?

2 A. I don't know offhand. Probably for political
3 purposes. I will try to run it down.

4 Q. Who is [REDACTED]

5 A. [REDACTED] was the man who was [REDACTED] of the
6 Tower Senate Club.

7 Q. What would he have been doing at the end of 1986
8 on behalf of the club?

9 A. Managing the fund. He is the one that invested
10 it, had to pay the clerical help to manage it, paid an
11 accountant I think to keep track of it.

12 Q. Well, in the last half of 1986, it appears that
13 he was paid about \$25,000 and I don't think that there was
14 too much to manage at that point because I think it only
15 had \$56,000 in it. Correct me if I am wrong.

16 [REDACTED] That is a question, [REDACTED]

17 [REDACTED] Yes, I wanted to know if that is
18 right. It appears that half of what the funds had went to
19 paying him.

20 THE WITNESS: Very well might have. I don't
21 know.

22 BY [REDACTED]

1 Q. I am just wondering if he is managing the fund of
2 \$50,000 and he is taking out \$25,000, what would justify
3 payment of --

4 A. I wouldn't try to draw any conclusion on that.

5 Q. Is he -- does he do anything else other than
6 manage that fund,

7 A. He is an independent oil operator and has some
8 other business interests.

9 Q. In 1986 was he hurting financially?

10 A. I don't know.

11 Q. Was he a friend of yours?

12 A. Yes.

13 Q. Were you trying to help him?

14 A. No, he managed the fund, I did not manage it.

15 Q. Well, didn't you have any oversight as to how
16 this money was spent?

17 A. All I did was from time to time asked that
18 certain expenditures be paid out of it. And he made the
19 decision whether or not they would be paid.

20 Q. Did you review --

21 A. In some instances he felt that it shouldn't be
22 paid. It was my impression he was consulting an accountant

1 who deals professionally with political funds.

2 Q. Did you review these payments?

3 A. I did not.

4 Q. Is it fair to say, and I want to try to be fair,
5 that it appears that from time to time your travels in
6 Texas -- your activities there, your meals, your lodgings,
7 your travel expense, accounting expense, bookkeeping
8 expense, office expense, the expense of your presence in
9 Texas to the extent that you were there, was subsidized in
10 some part by this fund that had been set up for you as a
11 Senator?

12 A. It should not have been subsidized unless I was
13 engaged in some kind of political work or addressing civic
14 functions, things of that sort that were non-political.
15 Like, for example, the Dallas Council on World Affairs or
16 something of that sort.

17 Q. But it enabled you to do these things that
18 otherwise as a private individual you would have had to pay
19 for?

20 A. Either that or charge an honorarium or ask for
21 expenses. I would probably not had done them had I had to
22 pay for them out of my own pocket.

1 Q. Did you have any other source --

2 A. Although I did pay some political expenses out of
3 my own pocket and never claimed reimbursement for them.

4 Q. Did you have any other campaign fund or account
5 other than the Tower Senate Club?

6 A. That is it.

7 Q. There was nothing like Texas^{NS} for Tower or
8 anything like that?

9 A. Texas^{NS} for Tower was sort of a campaign
10 organization, it was not a fund as such. I think that my
11 campaign organization was called Texans for Tower, but the
12 financial arm of it was the Tower Senate Club.

13 Q. Were the Texans for Tower required to file
14 anything with the federal or state government?

15 A. No, because their activities would have been
16 funded out of the Tower Senate Club and they are required
17 to file with the FEC.

18 Q. But in all of this there is never a disbursement
19 to Texans for Tower as such?

20 A. There might not have been.

21 Q. You mean just the individuals?

22 A. Texans for Tower is just like you get up a big

1 letterhead committee and you call them something, you call
2 them Texans for Tower. We did the same things for Reagan,
3 we had Texans for Reagan.

4 Q. Lawyers for Civil Rights?

5 A. Yes, it can be anything like that. We might have
6 had insurance men for Tower, or real estate operators for
7 Tower. You know, you create all sorts of committees of
8 this sort that are ordinarily funded out of your campaign
9 funds.

10 Q. Other than --

11 A. Had there been any such funds, I would have been
12 required to file with the FEC, but there wasn't.

13 Q. Well, I only know what you have produced and I am
14 just trying to find out if there may have been some other
15 filings we have not received.

16 Other than the condominium which you have
17 purchased this year, do you own any real property?

18 A. I own none.

19 Q. Pardon? Did you say none?

20 A. None.

21 Q. Do you have any interest in real property other
22 than your condominium?

1 A. No.

2 Q. Undisclosed interest?

3 A. No.

4 Q. Does that include the home in which your wife is
5 living and which is titled in her sole name?

6 [REDACTED] Objection to that, it calls for a
7 legal conclusion which I don't think my client is in a
8 position to make.

9 [REDACTED] Well, you can certainly say whether
10 or not he thinks he has any interest in the home. He
11 indicated before he has no interest in any other real
12 property and I specifically asked him about that.

13 BY [REDACTED]

14 Q. Let me withdraw the question.

15 You have never really considered at any time that
16 you had an ownership interest in that home, did you?

17 A. Now, [REDACTED] I have been advised by legal
18 counsel that I am entitled to claim an interest in the home
19 at 20 Kalorama Circle. Let me say that any assertion of
20 that claim would be defensive on my part, that I don't want
21 anything that Mrs. Tower has, she has worked hard all of
22 her life for what she has, she has been frugal and denied

1 herself and we had a prenuptial agreement, which was not
2 binding because it was oral and not written is my
3 understanding, and I am fully prepared to proceed along
4 that way.

5 Q. Along that way?

6 A. In other words, to concede any legal rights that
7 I might have as a part of the negotiation of a settlement.

8 Q. Well, is it fair to say that in all your
9 discussion --

10 A. I think you are aware that I made a proposal
11 which would have been tantamount to relinquishing any claim
12 I had in any of her real property or any community property
13 and would pay her a certain amount a month, around 2,430 a
14 month, plus her insurance, plus survivorship in my
15 pension.

16 Q. I understand that.

17 A. So I have already made that proposal.

18 Q. I am not questioning the proposal. I am just
19 saying you and your wife lived together as man and wife for
20 ten years anyway?

21 A. Yes.

22 Q. A portion of that time you lived in 20 Kalorama?

1 A. Yes.

2 Q. When that property was purchased and throughout
3 the period that you lived with her in that home, you at no
4 time considered it to be your home except for the fact that
5 you lived there with her; you claim no ownership interest
6 in that home or any equity in that home, and is it not fair
7 to say that until you retained counsel and became involved
8 in a contested matter with your wife that you for the first
9 time assert through counsel -- through counsel -- an
10 interest in that home? Is that not fair?

11 [REDACTED] I am going to have to object to that
12 question. I think we need to parse it out a little bit. I
13 think you have a lot of questions in there. Is your
14 question did he at any time during the marriage consider
15 himself to have an ownership interest in the Kalorama
16 property?

17 [REDACTED] Until the time he spoke with you.

18 [REDACTED] Did he consider himself to have an
19 ownership interest?

20 [REDACTED] Did he think he had an ownership
21 interest?

22 [REDACTED] You can answer that.

1 THE WITNESS: Prior to talking to legal counsel,
2 I wasn't aware of what my legal rights might be because I
3 had not taken the initiative to find out. And pursuant to
4 the oral agreement that Mrs. Tower and I had, I did not
5 consider myself to be an owner.

6 BY

7 Q. Are you saying now that you don't wish to abide
8 by the agreement you had with your wife even though it was
9 oral?

10 A. That is not what I said.

11 Q. I am saying is it your position now, having been
12 advised by counsel --

13 A. It is my position now that I don't want to
14 relinquish[ed] at this moment any legal claims that I may
15 have.

16 Q. Well, do you wish to --

17 A. That this is a matter of negotiation.

18 Q. Do you wish to abide by and be bound by the
19 agreement, albeit oral, that you had with your wife?

20 Are you asking unilaterally bound or
21 on the basis of a bilateral commitment?

22 The agreement is the agreement. I

1 assume it was entered into by two parties and it related --
2 I am not talking about an agreement with respect to a
3 settlement of the dispute over that arising out of the
4 marriage, I am talking about an agreement entered into by
5 these people before there was any dispute.

6 [] I think Senator Tower made it clear
7 on the record that he intended to be bound by the agreement
8 that was made between the parties prior to the marriage,
9 but that --

10 [] I understand that, but does he
11 intend to be bound by it now.

12 [] I think he made it clear to the
13 extent the agreement were to be adhered to by Mrs. Tower he
14 would be happy to adhere to the agreement. He has been put
15 in this situation as a result of Mrs. Tower's election not
16 to be bound by the agreement.

17 [] I don't think he -- I am not going
18 to argue that with you. I don't even know what that
19 means.

20 You and your wife entered into an agreement,
21 Senator, that you say was oral, which you have recited on
22 numerous occasions in writing to the appropriate

1 authorities who have inquired as to your assets.

2 THE WITNESS: That is correct.

3 BY [REDACTED]

4 Q. You set forth what your agreement was with your
5 wife?

6 A. That is right.

7 Q. I am simply asking you whether or not you wish to
8 be bound by that agreement with your wife or not?

9 [REDACTED] Again, [REDACTED] I think he already made
10 it clear that he is willing to be bound by the agreement
11 provided that Mrs. Tower will be bounds by the agreement.

12 [REDACTED] She has never questioned --

13 [REDACTED] He retains his legal rights.

14 [REDACTED] I don't know what you are talking
15 about. She has never questioned that agreement. She has
16 never denied the validity of that agreement. She never
17 sought to operate anything under that agreement. What are
18 you talking about?

19 [REDACTED] Unless I am misunderstanding the
20 agreement, the agreement between the parties was that each
21 would go into the marriage with their separate property and
22 go out of the marriage with their separate property. And

1 we now have a situation which substantial amounts of money
2 are being demanded in the way of support or alimony by Mrs.
3 Tower.

4 [] The agreement is quite clear as to
5 what it means. The agreement deals with whether or not the
6 Senator was at any time making any claim against her
7 property. That is what the agreement says.

8 [] Do you have a copy of the agreement
9 written out?

10 [] Yes.

11 [] I haven't seen it.

12 [] Well, you provided it to me on
13 several occasions.

14 [] I don't know that is the entire
15 agreement. We are talking about an oral agreement.

16 [] You know, now I begin to understand
17 what laymen are talking about when they say the situation
18 was perfectly clear until lawyers became involved.

19 [] I am not going to argue that
20 with you. The point is --

21 [] I have asked him a very simple
22 question. He is not an unintelligent man.

1 [REDACTED] No question about that.

2 [REDACTED] He understands the question. The
3 fact that it may pose a problem or dilemma for him is
4 something else again, but my question is quite simple.

5 There was an agreement between you and your wife,
6 is that correct, with respect to her property? Is that
7 right?

8 (Witness nods head).

9 BY [REDACTED]

10 Q. Yes?

11 A. Yes.

12 Q. It was oral, you say?

13 A. Yes.

14 Q. It was recited by you repeatedly on those
15 occasions when you were required to file?

16 A. I assumed that would include my income as well.
17 And Mrs. Tower said to me around the time of our separation
18 that the amount that I was paying her and have continued to
19 pay her, not under court order but voluntarily, was fair
20 and all she could ask for since I would no longer be living
21 under the roof and using the utilities and eating food and
22 that sort of thing. And I proceeded on the assumption that

1 that is the way we would leave the matter, and whether
2 under order or not, I am prepared to contribute to Mrs.
3 Tower's support.

4 Q. I am not suggesting --

5 A. But I can't mortgage my future.

6 Q. Wait a second. I am not suggesting that you are
7 not willing to contribute to her support. And I think if
8 you want to discuss this briefly, that the claim which your
9 attorneys made on your behalf for you to have an interest
10 in 20 Kalorama probably did more to preclude a reasonable
11 settlement of this case than anything that has been done
12 during the last year, including your condominium to the
13 extent, if at all, that that is involved. Okay?

14 That claim by them on your behalf that you for
15 the first time after ten years are suddenly asserting an
16 interest in property which she clearly has said you both
17 considered to be hers and treated it as hers over and over
18 and over again, has done more to set these negotiations and
19 this lawsuit back than anything else, and like people of
20 principal it was a matter of principle and I don't want to
21 get into this because I don't think it is really pertinent
22 to a decision by the Court. I have just a very simple

1 question. I want to know, and I am going to show you, is
2 this your agreement and do you intend to abide by it? I am
3 flabbergasted that your counsel has never seen it.

4 [REDACTED] I didn't say I have never seen it,
5 [REDACTED]

6 [REDACTED] Well, it has come in several
7 different forms but I believe that the substance -- let's
8 mark this:

9 (Exhibit No. 4 Marked
10 For Identification).

11 [REDACTED] Would you like to read this agreement
12 into the record, [REDACTED]

13 [REDACTED] No, I am not going to read it into
14 the record, it is marked as an exhibit. Show it to your
15 client.

16 [REDACTED] I have just discussed this Exhibit 4
17 with my client, [REDACTED] and I would just like to state for
18 the record that to the extent it evidences an oral
19 agreement, that agreement says that, and I will quote,
20 "Prior to marriage we entered into an agreement that her
21 property," meaning Mrs. Tower's property, "prior to
22 marriage and all income therefrom, would be held by her as

1 her sole and separate estate, and that she would manage it
2 and have exclusively control, use and benefit, if any, as
3 well as exclusive burden and liability, if any, and it
4 would ascend to her heirs, devisees or legatees and I will
5 disclaim any interest whatsoever either under her will or
6 under the laws of descent and distribution."

7 This agreement makes no mention whatsoever of
8 property acquired during the marriage and I think you will
9 agree that the Kalorama property was acquired during the
10 marriage.

11

BY

12

Q. Was that your agreement?

13

A. Yes.

14

Q. And I am now referring to Exhibit 4.

15

A. Yes.

16

Q. Now, I want to go back to my question.

17

18

19

20

21

22

Is it not fair to say that at all times during
the course of your marriage to your wife, you did not
consider that you had any interest in, ownership interest
in the 20 Kalorama Road home and that the first time that
you asserted an interest in it was after you consulted with
counsel?

1 (Witness conferring with Counsel Lyons).

2 THE WITNESS: Yes.

3 BY .

4 Q. Is it also fair to say with respect to the 20
5 Kalorama Road property that it was acquired in your wife's
6 sole name?

7 A. Yes.

8 Q. And that is what you wanted?

9 A. Yes.

10 Q. That although you put up a deposit initially in
11 the form of a check, that check was returned to you at
12 settlement and the deposit money was provided by her in the
13 form of a CD? Or returned prior to settlement?

14 A. No, I paid 50,000, I believe, and perhaps
15 contributed some to the settlement costs. And I was not
16 reimbursed for that.

17 Q. But the deposit check, the check that accompanied
18 the original contract of \$20,000, was returned to you?

19 A. I can't -- I don't recall.

20 Q. Is it also fair to say that the \$50,000 which you
21 put up as part of the purchase price at closing, your wife
22 was to pay you back upon her sale of the 34th Street house

1 which she had at that time?

2 A. I don't recall any such agreement.

3 Q. Not an agreement, that that is what was to
4 happen?

5 A. I did not understand any such commitment.

6 Q. And that she offered to pay that money back to
7 you and you declined?

8 A. I don't recall that.

9 Q. And that she said that she thought that you
10 should take that money and that it wasn't fair and you
11 declined to do so?

12 A. That is possible, but I don't recall it.

13 Q. She also offered --

14 A. I don't say that it didn't happen, I say I do not
15 recall it.

16 Q. She also offered to write you a note because she
17 understood and you understood that should she die that
18 property together with her other property would have gone
19 to her son and she felt that you should be reimbursed by
20 him for the \$50,000?

21 A. It was my understanding that she directed her son
22 to reimburse me should she precede me in death.

1 Q. Right.

2 A. That I do understand.

3 Q. But that you did not wish to accept the \$50,000
4 before then?

5 A. I would say I don't recall what discussions took
6 place on this, but it was something I wanted Lilla to
7 have.

8 Let me call your attention to the proposal we
9 transmitted to you on the 17th of December, in which I
10 expressed my will to relinquished any claims at all against
11 anything of Lilla's and to pay her 2,430, whatever the
12 amount is, half of the mortgage ^{plus} [in] 1800, plus survivorship
13 in my pension which costs me about 4 to 5,000 a year, plus
14 her health insurance premiums. So that demonstrated my
15 willingness to relinquished any claim that I might have.

16 Q. Well, in fact --

17 A. And I was going on the basis of what Mrs. Tower
18 had said to me earlier, that she didn't wish to assert any
19 claims on me beyond that 2,400.

20 Q. Just so that we can completely understand this
21 negotiations to the extent it helps resolve this lawsuit at
22 all, and I doubt that it does, but is it not fair to say

1 that during those discussions with your wife she said what
2 about the taxes, "If I have to pay taxes on that then I
3 will need money to pay taxes on it," and you said, "I have
4 paid taxes on it all along, I will either continue to pay
5 the taxes on it or give you the money to pay the taxes"?

6 A. That is what I am doing right now, I am paying
7 the taxes.

8 Q. Exactly. But did you say that also?

9 A. I don't recall having said anything to that
10 effect, but the fact is that I am currently paying the
11 taxes on the 2,400 plus that I send her monthly.

12 Q. Did you tell her that you would continue to do
13 that? Or pay her the money to pay the taxes?

14 A. I believe that in my proposal of December 17 I
15 expressed that willingness.

16 Q. But that was your understanding, was it not, in
17 your discussions with her that she also addressed --

18 A. I am perfectly willing to do that now.

19 Q. In addition, at the time -- when was it that you
20 made this offer to her first, not through your counsel, but
21 you yourself?

22 A. I don't know that there was ever a specific offer

1 made.

2 Q. When did you say to her I will continue to
3 support you in the manner that I have been doing, so I am
4 not going to make any claim against any of your property, I
5 am going to provide for your health needs, I am going to do
6 whatever else you said that you were going to do? When was
7 that said?

8 A. I don't know at what point in time. But I did
9 say that I would do that. But that was before there came
10 back a proposal that for the rest of my life I would be
11 required to pay \$5,000 a month.

12 Q. Well, let me ask you --

13 [REDACTED] Let me interrupt for a minute. I
14 don't think it is unhelpful for us to continue this
15 discussion, but I don't know it is appropriate to continue
16 on the record. I think we are inquiring into settlement
17 negotiations and I don't think it is going to be part of
18 any evidence in the case. I think it might be helpful for
19 us to go off the record.

20 [REDACTED] I don't think it is helpful at all.
21 The question arose because there came a time that asserted
22 interests of Senator Tower in this home arose, and the

1 point of the matter is and the point that I wish to make is
2 that Senator Tower never considered that he had an interest
3 in that home, never wanted an interest in that home, never
4 treated it anything other than his wife's property, and
5 with all due respect to him, and to his credit, always
6 wanted her to have it. The only time that any
7 reimbursement or claim arose was should she die Mrs. Tower
8 said it is inappropriate for her son not to pay back that
9 money which John advanced and which he had declined to
10 take.

11 That is the whole context, leave these people
12 alone and you can probably solve the problem?

13 THE WITNESS: Can we go off the record?

14 Sure.

15 (Discussion off the record).

16 (Thereupon, at 4:00 p.m., the deposition was
17 adjourned).

1 CERTIFICATE OF DEPONENT

2 I hereby certify that I have read the foregoing Pages 3
3 through 157 of my deposition testimony taken in this
4 proceeding and with the exception of changes and/or
5 corrections, if any, find them to be a true and correct
6 transcription thereof.

7
8
9 _____
10 JOHN G. TOWER

11 _____
12 DATE

13 -0-

14 CERTIFICATE OF NOTARY PUBLIC

15
16 Subscribed and sworn to before me this the _____
17 day of _____, 1987.

18
19 _____
20 NOTARY PUBLIC IN AND FOR

21 My commission expires:
22

1
2 CERTIFICATE OF NOTARY PUBLIC

3 I, Robert F. Sager, the officer before whom the
4 foregoing proceeding occurred, Pages 3 through 157, do
5 hereby certify that the witness therein was duly sworn;
6 that the testimony of said witness was taken by me and
7 thereafter reduced to this typewritten transcript under my
8 supervision; that said transcript is a true record of the
9 testimony given by said witness; that I am neither counsel
10 for, related to, nor employed by any of the parties to the
11 proceeding; and, further, that I am not a relative or an
12 employee of any attorney or counsel employed by the parties
13 thereto, nor financially nor otherwise interested in the
14 outcome of the proceeding, or any action involved
15 therewith.

16 Witness my Signature and Seal:

17
18 _____
19 ROBERT F. SAGER

20 Notary Public in and

21 for the District of Columbia

22 My commission expires:

February 14, 1992

Memorandum

b6
b7c



To: *SM* DIRECTOR, FBI
(ATTN: ROOM 4371)

Date 2/13/89

From: SAC, WMFO (161 *A* - 19411) (P)

Subject: *John Goodwin Tower* *JP*

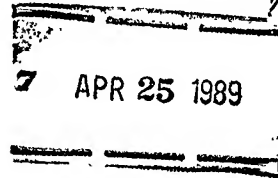
SPIN

BUDED: *Past*

RE: *WMFO routing slip dated 12/10/88*

Enclosed for FBIHQ is one FD-302 for receipt of Deposition given by Tower on 6/9/87. This Deposition has been made part of this Deposition, and is thus also enclosed.

161-20403-398



ENCLOSURE

1-FBIHQ - 161A-20403
1-WMFO - 161A-19411

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